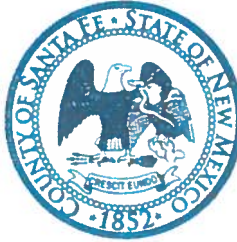


**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## ***MEMORANDUM***

**DATE:** *July 17, 2013*

**TO:** *Board of County Commissioners*

**FROM:** *Adam Leigland, Public Works Department Director*

**VIA:** *Katherine Miller, County Manager*

**ITEM AND ISSUE:** *BCC Meeting July 30, 2013*

### **PRESENTATION AND DISCUSSION OF THE COUNTY FIXED ASSET INVENTORY PREPARED IN COMPLIANCE WITH RESOLUTION 2013-1**

---

On January 8, 2013, the BCC approved Resolution 2013-1, which called for staff to research the status of each County real property and prepare such a complete list, chart or spreadsheet of all County-owned real property. Each property was to be included in a layer contained within the County's geographic information system (GIS) and the property list was to include all relevant details concerning the property. This list was to be completed and transmitted to the BCC within six months of adoption of the resolution.

A working group, comprising members from Legal, GIS, the Assessor, Finance, and Public Works, formed and met at least once a week for the six months, a total of over 500 FTE hours, to examine and consolidate existing property lists, research and identify all properties, create a storage archive in GIS, and develop a workflow process to preserve and continue the work done to date. The master list is attached.

The working group has been successful thus far, and, as of the date of this memo, has identified 175 individual properties. That said, this is a work in progress, both to continue to confirm that all properties and all data elements for those properties are identified, and to implement the workflow process to ensure that the inventory remains up to date as mentioned above. The attached slide presentation gives more details on the GIS storage tool as well as the next steps in the overall effort.

### **REQUESTED ACTION:**

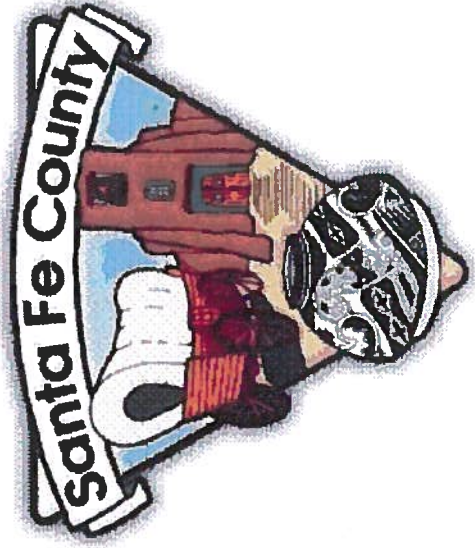
None; for discussion only.

# ***Public Works***

---

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## **Santa Fe County's Fixed Assets Resolution 2013-1**



**Adam Leigland**  
Director



# Overview

---

- Resolution No. 2013-01
- Where property was tracked in the County
- Process to consolidate data
- Asset Listing and contents
- Next steps



# ***Resolution No. 2013-01***

---

- Preparation of a list of all real property owned or leased by the County
    - Land
    - Facilities / Structures
    - Water Rights and wells
    - Easements
    - Open space and trails
  - Benefits
    - Property adequately maintained, managed and insured
    - Auditing and internal controls
    - Safeguarded against misuse or misappropriation
    - Accessible data and transparency
    - Address many years of inattention
- 

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# ***Where is Property Tracked in the County?***

---

- **Risk Management**
  - Insurance purposes
- **Public Works**
- **Finance**
  - Financial tracking and auditing purposes
- **Legal**
- **Assessor**
- **GIS**
  - Central Repository of integrated & coordinated data
    - Location of properties
    - Links to photos, documents, aerial photography



# ***Process to Consolidate Data***

---

- **Established a Working Group**
  - Approximately 30 staff/500 hours working on project
    - GIS
    - Finance
    - Legal/Assessor's Office
    - Public Works
- **Process**
  - Compared and combine lists
  - Researched Properties
  - Development of an all inclusive list





# Developed Master List

Property	Location	Deed	Survey Plat	Restrictions	Improvements	Leased From Other	Leased To Other	Water Title	Environment/Closing / Assessment Documents	Purchase Price	Current Value	Fixed Asset by County Code	Covered by County Ins.	Easements	Encroachment Issues	Special Conditions
100 Caltron Courthouse	100 Caltron	Y	Y	Y	Y			N						Y		
1st Judicial Caltron																
1st Judicial D/A/S		Y	Y	Y	Y	N	N	Y	?					Y	Y	Y
1st Judicial New	225 Montezuma Ave	Y	Y	Y	Y	N	N	Y	?					Y	Y	Y
Abdon Lopez Senior Center Admin	165 Juan Medina Rd	Y	Y	Y	Y		Y	N						Y	Y	
Agua Fria #1	102 Grant Ave	Y	Y	Y	Y			N						Y	Y	Y
Agua Fria #2/ La Tierra	2020 Caja Del Oro Grant Rd	Y	Y	Y	Y			N						?	?	?
Agua Fria River Park	8 Arroyo Calabaza Rd	Y	Y	Y	Y			N						Y		
Agua Fria River Park		Y	Y	Y	Y	Y		N						Y		
Animal Control		Y	Y	Y	Y	Y		N								
Arroyo Hondo GIS	100 Caja Del Rio Rd		Y	Y	Y			N								
Arroyo Hondo OFSP	74 E Old Agua Fria Rd	Y	Y	Y	Y			Y						Y		
Arroyo Hondo Trail	74 E Old Agua Fria Rd															
Arroyo Seco Fire/La Puebla #2	1 Cowboy Ln		Y	Y	Y		Y	N								
Bennie Chavez Playground	89 La Puebla Rd		Y	Y	Y	Y		N							Y	
Bennie Chavez Sub Station	354 Juan Medina Rd	Y	Y	Y	Y	Y		N							Y	
Bennie J. Chavez Community Center	354 Juan Medina Rd	Y	Y	Y	Y	Y		N							Y	
Blue Monkey (Gone New Courthouse)	327 Montezum		Y	Y	Y			N								
Bolton Building	154 W Palaca Ave		Y	Y	Y			N							Y	
Burno Lane Country Park	3801 Quail View Ln	Y	Y	Y	Y			N								
Caja del Rio Landfill	149 Caja Del Rio Rd															
Caminio de Jacobo Boys & Girls		Y	Y	Y	Y			Y		Y				Y		
Canyon Ranch	20 Entrada la Cienega	Y	Y	Y	Y			Y								
Cedar Grove Fire/Edgewood #2	650 NM 344	Y	Y	Y	Y											
Cerritos Church Lot																
Cerritos Hills																
Chimayo Detention Pond	28 El Potrero Rd	Y														
Chimayo Fire Station	226 Juan Medina Rd	Y	Y	Y	Y			N						Y		
Chimayo Head Start	205 A Juan Medina Rd	Y	Y	Y	Y			N						Y		
Chimayo Potrero	280 Juan Medina Rd	Y	Y	Y	Y			Y						Y		
Chimayo Sheriff Sub Station	354 B Juan Medina Rd	Y	Y	Y	Y	Y								Y		
Chimayo Station #2/ Cundlyo Fire	5 Jose Simon Dr	Y	Y	Y	Y									Y		
Cerillos Hills Historic Park	44/88 Camino Turquesa															
Community Farm	1901 San Ysidro Crossing															
Community Health Building	2052 Gallateo Rd	Y	Y	Y	Y			?						Y		
Community Health Building on Gallateo	2052 Gallateo Rd	Y	Y	Y	Y									Y		
Community Projects Department 1st Floor Women's Health	801 W Alameda Suite 20C	Y	Y	Y	Y			Y						Y		
County Fairgrounds	3237 Rodeo Rd	Y	Y	Y	Y			N						Y		
County Fairgrounds Extension Building	3238A Rodeo Rd	Y	Y	Y	Y			N						Y		
County Fairgrounds Main Exhibit Hall	3238B Rodeo Rd	Y	Y	Y	Y			N						Y		
County Fairgrounds Small Animal Barn	3229C Rodeo Rd	Y	Y	Y	Y			N						Y		
County Health Office	805 Leinardo St															
County Shop Agua Fria		Y	Y	Y	Y			N						Y		
Cundlyo Community Center	5 Jose Simon Dr	Y	Y	Y	Y			N						Y		
Edgewood Community Park	23 E Frontage Rd	Y	Y	Y	Y			N						Y		
Edgewood Fire Station #1	850 NM 344	Y	Y	Y	Y									Y		
Edgewood Fire Station #2	3 Oro Quay Rd	Y	Y	Y	Y			?						Y		
Edgewood Fire Station #3																
Edgewood Fire Station #4/ Thunder Mountain	18 Dinkie Rd															

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# Example GIS Query

**Identify**

Identify from: <Top-most layer>

☐ PUBLISH LAND.PARCELS

☒ SANTA FE COUNTY

Location: 1,732,116.332 1,706,114.178 Feet

Field	Value
OBJECTID	53495
RKEY	78830
UPC	1054099180227000000
Parcel Number	910017952
Pact_Code	REAL
Roll_Code	LNDJIM
Eff_From_Date	1/1/1980
Eff_To_Date	12/31/2006
Active_Status	I
Situs_Care_Of	102 GRANT AVE
Situs_Line_1	
Situs_Line_2	
Situs_Line_3	
Situs_City	SANTA FE
Situs_State	NM
Situs_Zip	87501
Situs_Country	US
OwnerName	SANTA FE COUNTY
Owner_Care_Of	
Owner_Line_1	102 GRANT AVE
Owner_Line_2	
Owner_Line_3	
Owner_City	SANTA FE
Owner_State	NM
Owner_Zip	87504
Owner_Country	US
Tca_Number	<null>
Township	T17N
Range	R9E
Section	<null>

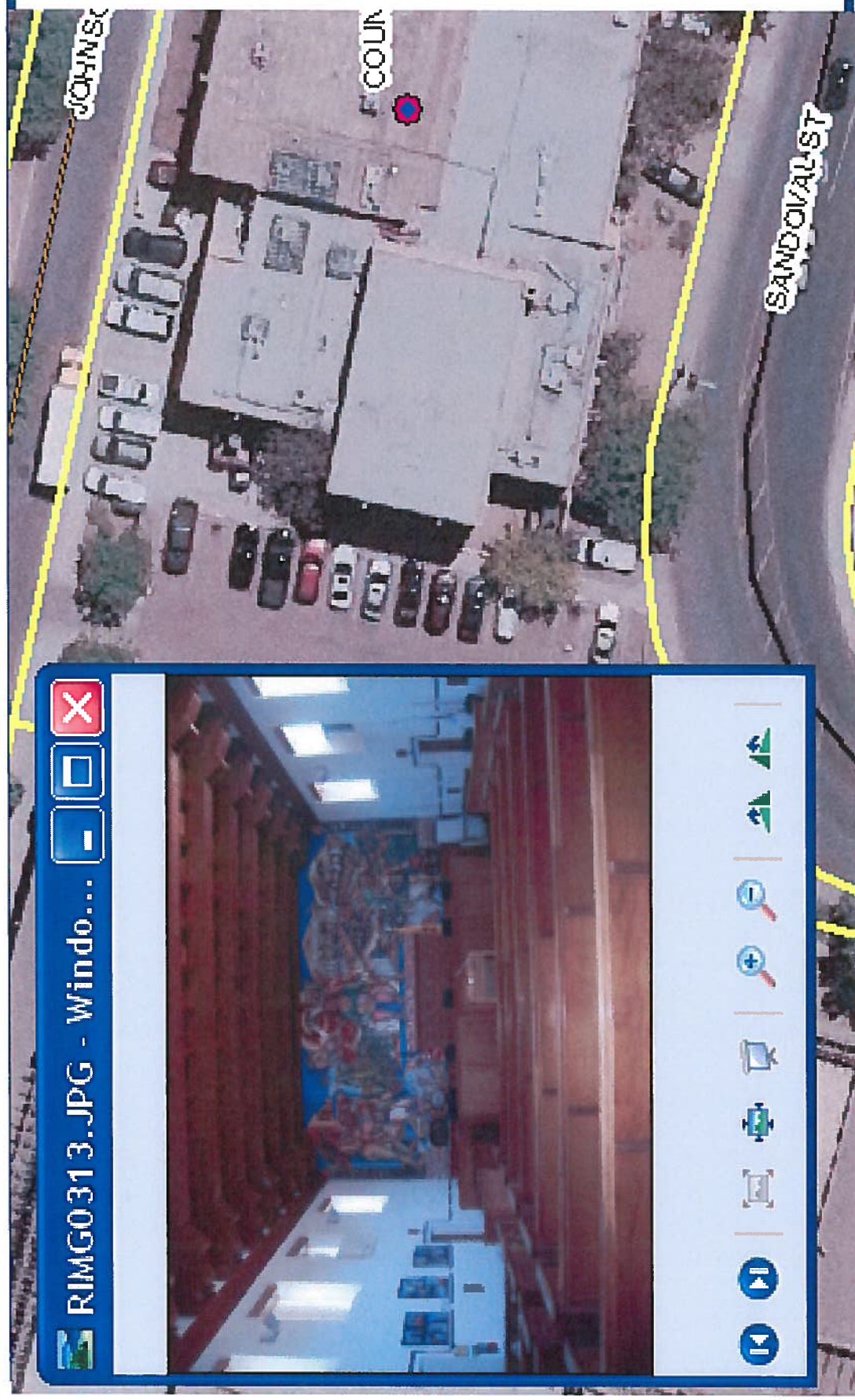
Identified 1 feature

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*Click to see Photos of Facility*



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# Click to see *Related Documents*

WHS Amendment #2.pdf - Adobe Reader

Amendment No. 2 to

**AMENDMENT NO. 2  
TO LEASE AGREEMENT BETWEEN  
SANTA FE COUNTY, WOMEN'S HEALTH  
AND SOUTHWEST C.A.R.E. SERVICE**

**THIS AMENDMENT** is made and entered into as of this 2013, by and between **Santa Fe County**, a political subdivision (hereinafter referred to as "the County"), and **Women's Health Service Corporation**, entered into a five (5) year lease agreement for the service facility in a building owned by Santa Fe County at 901 Santa Fe, NM;

**WHEREAS**, according to Paragraph 2 (Term and Option) initial 5-year term is subject to automatic renewal for another five (5) years.

8.50 x 11.00 in

SFC PROPERTY 901

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# Next Steps

---

- Produce documented workflow for new acquisitions (Aug 2013)
    - Adhered to by every Department and Office
  - Complete property database (Sept 2013)
    - Include licenses in database
  - Refine property acquisition process (Jan 2014)
    - Disseminate the data
    - Track data in GIS
  - Accessing the data (Jan 2014)
    - GIS interactive tools
- 

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# Summary

---

- Database has been compiled and is an on-going effort.
- Documented workflow is being implemented to ensure continuity of property management.
- Collection and maintenance of this data cuts across all departments and elected offices.
- Questions



**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## **MEMORANDUM**

**DATE:** *July 11, 2013*

**TO:** *Board of County Commissioners*

**FROM:** *Adam Leigland, Public Works Department Director* *AL 7/16/13*

**VIA:** *Katherine Miller, County Manager*

**ITEM AND ISSUE:** *BCC Meeting July 30, 2013*

**RESOLUTION 2013- \_\_\_\_ A RESOLUTION COMMITTING TO INCORPORATE THE HYDE PARK ESTATES COOPERATIVE DOMESTIC WATER ASSOCIATION SERVICE AREA INTO THE SANTA FE COUNTY WATER AND WASTEWATER UTILITY SERVICE AREA UPON EXECUTION OF THE PROPER LEGAL INSTRUMENTS DETAILING TRANSFER OF WATER ASSETS AND INFRASTRUCTURE FROM THE HYDE PARK ESTATES COOPERATIVE DOMESTIC WATER ASSOCIATION TO SANTA FE COUNTY**

---

The Hyde Park Estates Cooperative Domestic Water Association (HPE) is a non-profit water system that serves 76 customers in the Hyde Park Estates subdivision located to the northeast of the City of Santa Fe limits. The infrastructure of the system comprises well-producing wells, storage tanks, and a small pressurized distribution system. The system is also connected to the City of Santa Fe system as a back-up source of supply.

HPE initially approached the County to be incorporated into the County service area in August 2012, and the HPE board passed a resolution in September 2012 to this effect (attached). This began the process for the County to implement its rural water system acquisition process (Resolution 2012-58), and the subject resolution was introduced to the BCC on July 9, 2013, with little discussion.

If the subject resolution is approved, the next step will be for the County to conduct a third-party "due diligence" inspection, which includes an asset inventory and asset valuation (including water rights). The results of this inspection will be the baseline for negotiations with HPE for the ultimate execution of a purchase agreement.

**REQUESTED ACTION:**

Approval of subject resolution.

# Santa Fe County

## Fiscal Impact Report

Department / Division: Public Works

Action Item to be Considered: Resolution to adopt Hyde Park Estates Water System

Agreement Number: \_\_\_\_\_

Indicate with a <input checked="" type="checkbox"/> below	Section 1 - Identify the type of document below for BCC Consideration and Approval
<input type="checkbox"/>	Revenue, e.g. Grant, charges and fees, etc.
<input type="checkbox"/>	Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc.
<input type="checkbox"/>	Loan/Grant Agreement
<input checked="" type="checkbox"/>	Other: Resolution to adopt water system

Indicate with a <input checked="" type="checkbox"/> below	Section 2 - Funding Source Identify the item below for BCC Consideration and Approval
<input type="checkbox"/>	General Fund, e.g. property taxes, gross receipt taxes, etc.
<input type="checkbox"/>	Special Revenue Funds, e.g. Fire, Indigent, etc.
<input checked="" type="checkbox"/>	Capital Outlay GRT, (capital infrastructure only, does not include maintenance or repair costs)
<input type="checkbox"/>	Bond Proceeds (general obligation and gross receipt tax revenue bonds)
<input type="checkbox"/>	Grant Funds. If yes, indicate the percentage and amount required % and/or \$, and source. %      \$      Source
<input checked="" type="checkbox"/>	Other: Utility Enterprise Funds

Section 3 - Ongoing operations and maintenance (O&M) requirements:		
Short Term (Specify needs for the current fiscal year only)		
Routine O&M will be needed once the system is adopted. It is estimated that once all the relevant agreements are signed, system will be adopted no sooner than January 2014.		
New FTE's #	Position	Hourly Rate \$
Current Fiscal Year Cost \$ 5000		Annual Cost \$
Initial Costs (Vehicle, computer, office space, etc.)		
Asset inventory contract will be required to exercise due diligence. This is estimated to cost \$5000. This will be an FY14 expense.		

**O & M** (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)

Resolution asks for the creation of a new FTE utility maintenance position, due to its geographic remoteness from the rest of the County utility

Current Fiscal Year Cost \$ Annual Cost \$ 32,000

**Long Term** (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs)

Resolution asks for the creation of a new FTE utility maintenance position, due to its geographic remoteness from the rest of the County utility

**Salary & Benefits:**

\$32,000

**All other expenses:**

\$1200/year estimated for annual O&M of well and tanks

#### Section 4 - Revenue

**Short Term** (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Revenue from retail water customers. There are currently 76 meters in the system. Current County retail customers pay on average \$48/month, so HPE is estimated to generate \$21,400 in revenue in the second half of FY14 (76 x 48 x 6). HPE is a higher-income community, so water usage may be higher than County average.

Current FY Estimate \$ 21,900

**Long Term** (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

HPE will become retail water customers. There are currently 76 meters in the system. Current County retail customers pay on average \$48/month, so HPE is estimated to generate \$43,800 a year in revenue (76 x 48 x 12). HPE is a higher-income community, so water usage may be higher than County average.

Annual Estimate \$ 43,800 Total (next 4 years) \$ 175,100

#### Additional Narrative

(Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

This

Prepared by Adam Leigland

Reviewed by

**SANTA FE COUNTY  
RESOLUTION NO. 2013-**

**A RESOLUTION COMMITTING TO INCORPORATE THE HYDE PARK ESTATES COOPERATIVE DOMESTIC WATER ASSOCIATION SERVICE AREA INTO THE SANTA FE COUNTY WATER AND WASTEWATER UTILITY SERVICE AREA UPON EXECUTION OF PROPER LEGAL INSTRUMENTS DETAILING TRANSFER OF WATER ASSETS AND INFRASTRUCTURE FROM THE HYDE PARK ESTATES COOPERATIVE DOMESTIC WATER ASSOCIATION TO SANTA FE COUNTY**

**WHEREAS**, the service area of the Hyde Park Estates Cooperative Domestic Water Association ("Hyde Park Water Association") in northern Santa Fe County is currently outside the boundaries of the Santa Fe County Water and Wastewater Utility's ("County Utility") Water Service Area;

**WHEREAS**, the Board of County Commissioners ("BCC") takes responsibility for the management of the County's water resources as one of its highest priorities;

**WHEREAS**, the Hyde Park Association desires to transfer their water system to Santa Fe County in order to ensure that their customers continue to receive the current level of service;

**WHEREAS**, Resolution 2012-58 sets forth the County's policy of expending resources on the operation, maintenance and improvement of private water systems only if the water system becomes a customer of the County and the County takes control of the water source;

**WHEREAS**, Santa Fe County ("the County") owns, operates, and is actively acquiring infrastructure capable of supplying safe and reliable water for human consumption, agriculture, industrial uses, construction, and other uses of its Utility customers;

**WHEREAS**, the Board of the Hyde Park Water Association resolved to become part of the Santa Fe County Utility at their September 10, 2012 meeting;

**WHEREAS**, the County Utility has begun an orderly expansion with the ultimate goal of achieving financial autonomy and of serving as many residents of Santa Fe County as possible and economically feasible; and

**WHEREAS**, the orderly expansion of the County Utility's Water Service Area boundaries will ultimately allow for water system improvement projects and millions of dollars in public and private capital investments.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County, as follows:

1. The County Utility Water Service Area boundaries shall expand to include the boundaries of the Hyde Park Water Association area, which area is identified on the map



attached hereto as Exhibit A, immediately following the County's acquisition of the Hyde Park Water Association water system.

2. Upon execution of this Resolution the County shall complete an asset inventory and inspection of the Hyde Park Water Association water system for use in attempting to negotiate a contract transferring the water system to the County.

3. The County and the Hyde Park Water Association shall attempt to negotiate and bring before the BCC for consideration a contract substantially in the form of the template attached hereto as Exhibit B, detailing the conditions of the County's acquisition of the Hyde Park Water Association water system, which contract shall conform to the requirements of any relevant policies adopted by Santa Fe County;

4. The County's acquisition of the Hyde Park Water Association water system shall include all necessary easements for ownership and maintenance of the system and transfer of all water rights held or used by the Hyde Park Water Association to the County.

**PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2013**

**THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY**

By: \_\_\_\_\_  
Kathy Holian, Chair

Attest:

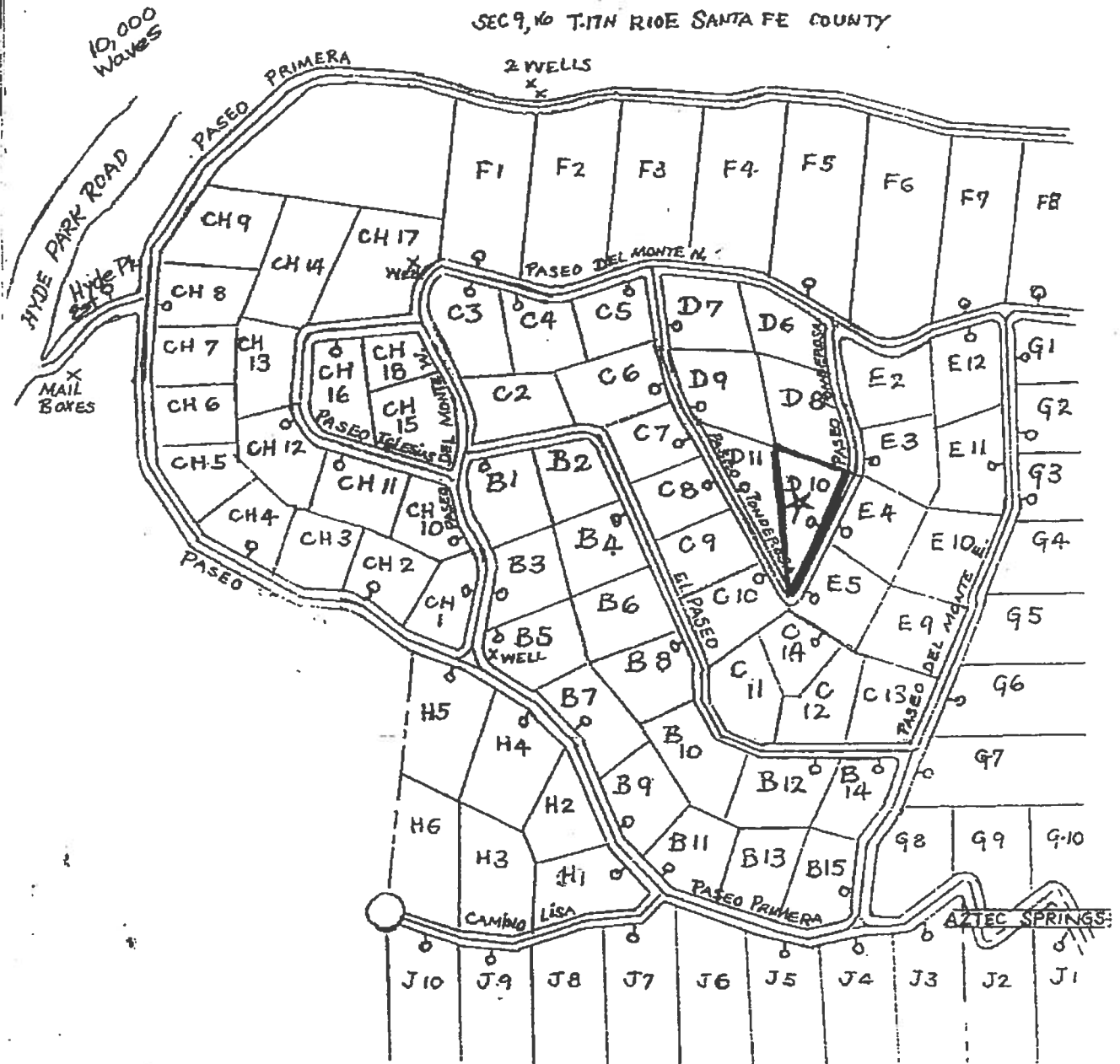
\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk

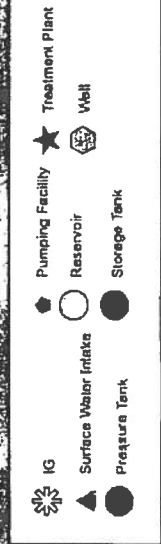
Approved as to Form:

\_\_\_\_\_  
Stephen C. Ross, County Attorney

# HYDE PARK ESTATES

SEC 9, 16 T. 17N R. 10E SANTA FE COUNTY





# Hyde Park Estates

**AGREEMENT FOR THE PURCHASE AND SALE OF A WATER SYSTEM  
TOGETHER WITH ITS ASSETS AND ALL APPLICABLE WATER RIGHTS  
as between**

**HYDE PARK ESTATES COOPERATIVE DOMESTIC WATER ASSOCIATION, Seller  
and**

**SANTA FE COUNTY, BUYER**

**Dated as of \_\_\_\_\_, 2013**

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**AGREEMENT FOR THE PURCHASE AND SALE OF A WATER SYSTEM  
TOGETHER WITH ITS ASSETS AND APPLICABLE WATER RIGHTS**

**THIS AGREEMENT FOR PURCHASE AND SALE OF A WATER SYSTEM TOGETHER WITH ITS ASSETS AND RELATED WATER RIGHTS** (the "Agreement"), dated for convenience and reference purposes only the \_\_\_\_\_ day of \_\_\_\_\_, 2012, is made and entered into by and between Hyde Park Estates Cooperative Domestic Water Association, (the "Seller") and Santa Fe County, New Mexico, a political subdivision of the State of New Mexico ("Buyer").

**WHEREAS**, Seller is a cooperative association formed pursuant to NMSA 1978, Sections 53-4-1 et seq. that collects, treats, stores, supplies, distributes and sells water to an identifiable set of customers who pay the Seller for water and costs associated with the delivery and upkeep of delivering water ("Water system" or "System");

**WHEREAS**, Seller owns and maintains the System to serve its identifiable customers in the area or subdivision of Santa Fe County known as Hyde Park Estates;

**WHEREAS**, Buyer is a political subdivision of the State of New Mexico and is authorized to collect, treat, store, supply, distribute and sell water to the public ("Water System" or "System"), as well as to operate and acquire a Water System including its infrastructure and/or assets;

**WHEREAS**, subject to the terms and conditions set forth herein, Seller desires to sell, and Buyer desires to purchase, substantially all of the assets and rights of Seller used in connection with Seller's Water System";

**NOW THEREFORE**, in consideration of the mutual covenants, warranties, representations and agreements set forth herein, and intending to be legally bound, Buyer and seller, (collectively referred to as the "Parties") agree as follows:

[Remainder of page intentionally left blank.]

**Article 1**  
**THE TRANSACTION**

**1.1 Incorporation of Recitals**

The recitals set forth above are incorporated herein by reference and are a part of this Agreement.

**1.2 Sale and Purchase of Assets and Water Rights**

At Closing, as defined in Section 1.11 of this Agreement, subject to the terms and conditions of this Agreement, Seller shall sell, assign, transfer, deliver and convey to Buyer and Buyer shall purchase the Assets, as defined in Section 1.3 of the Agreement, and water rights for the Purchase Price, as defined in Section 1.8 of this Agreement.

**1.3 Description of Assets**

The term "Assets" means, subject to Sections 1.4 and 1.5 of the Agreement, all of the Seller's right, title and interest in, under and to all of the assets, properties and rights related to or used in connection with the Water System as a going concern of every kind, nature and description existing on the Closing Date, as defined in Section 1.11 of this Agreement, wherever such assets, properties and rights are located and whether such assets, properties and rights are real, personal or mixed, tangible or intangible. The Assets are being sold subject to "Permitted Encumbrances," as defined in Section 2.1(g) of the Agreement. Subject to the terms and conditions of this Agreement, the Assets are being sold in "AS-IS" and "WHERE-IS" condition, including environmental condition, operating condition and condition of repair. Buyer may not rely on any representations made by Seller in connection therewith, except for representations and warranties contained in this Agreement.

Without limiting the generality of the foregoing, the Assets shall include the following:

- a) *[here describe all land and real property (which will be listed on Schedule \_\_\_) including type of deed and language such as "Seller conveys water facility easements and reserves sewer facility easements for its continued use, rights of use, licenses, permits, hereditaments, tenements, privileges and other appurtenances belonging or related to the Water System such as appurtenant rights in and to public streets, except as limited by Section 1.3 of this Agreement;"]*
- b) all water tanks, water distribution towers, water lines, pumping stations, pumps, water lines, water mains, service lines, distribution facilities, meters, curb boxes, curb stops, services lines, pubic fire hydrants, valves, fittings, water meters, and



all appurtenances along with other tangible personal property related to the Water System;

- c) (reserved);
- d) All equipment, machinery, vehicles, tools, motors, spare parts, materials, supplies, fixtures and improvement, construction in progress, jigs, molds, patterns, gauges, production fixtures, office equipment, computer systems with their related software, telephone systems and other tangible personal property related to the Water System;
- e) to the extent transferable, all of Seller's rights under any written or oral contract, agreement, lease, plan, instrument, registration, license, sub-license (including any railroad crossing license or sub-license, permit, certificate, document, commitment, arrangement, undertaking, practice, authorization or approval of any nature relating to the Water System and entered into in the ordinary course of business consistent with past practice, but specifically excluding the Excluded Contracts (as listed in Schedule \_\_\_\_\_ of this Agreement);
- f) to the extent transferable, all of Seller's water rights, water withdrawal rights, water reservation rights, water appropriation rights and rights to water flow relating to the Water System;
- g) to the extent transferable, all Seller's rights under any permit, franchise, license, sub-license, approval, authorization, order, registration, certificate, variance, document and any other similar rights obtained from any authority relating to the Water System, and all pending applications therefor;
- h) all job classification, service length and wage information relating to Seller's Employees;
- i) all information, books, records, ledgers, files, documents, correspondence, data, plans, models, system maps, engineering records, Mylars, planning, studies, architectural plans, drawings and specifications, customer records and data, supplier lists, records of operations, quality control records and procedures, equipment maintenance records, manual and warranty information, laboratory books, intellectual property and goodwill (including, to the extent transferable, any licenses and sub-licenses granted or obtained with respect thereto) and inspection processes relating to the Water System; and
- j) accumulated and unexpended availability fees (e.g., \_\_\_\_\_) which shall be deposited by Seller into an escrow account subject to the terms of the Escrow Agreement, a form of which is in Schedule \_\_\_\_ of this Agreement.

#### **1.4 Excluded Assets**

Notwithstanding the foregoing, the Assets shall not include any of the assets, properties or rights listed on Schedule \_\_\_\_ (the "Excluded Assets").

#### **1.5 Description of Water Rights**

At Closing, subject to the terms and conditions of the Agreement, Seller shall sell, assign, transfer, deliver and convey to buyer and Buyer shall purchase all water rights owned by Seller, whether they be consumptive use water rights of surface waters, ground water rights, or water rights appropriated for beneficial use. Documentation of Seller's complete water rights are attached at Schedule \_\_\_\_.

#### **1.6 Assumption of Contracts**

Buyer shall assume the contractual rights, duties, liabilities and obligations of Seller with respect to the transferable contracts, agreements and commitments relating to the Water System, all such contracts, agreements and commitments being more specifically listed or described in Schedule \_\_\_\_ ("Assumed Contracts"), except that (i) Buyer shall not assume any liabilities or obligations for any breach or default by, or payment obligation of, Seller under such Assumed Contracts occurring or arising on or prior to the Closing Date; and (ii) Buyer shall not assume any liabilities or obligations for any contracts, agreements or commitments listed on Schedule \_\_\_\_ ("Excluded Contracts").

#### **1.7 Assumption of Liabilities**

- a) Buyer shall assume and agree to pay or discharge only the following liabilities and obligations of Seller: (i) all rights, duties, liabilities and obligations of Seller under the Assumed Contracts schedule not required to be performed prior to the Closing Date; (ii) any change orders on projects in progress that were entered into between the date hereof and the Closing Date and that were requested by Buyers and approved by Seller before the Closing Date; and, (iii) any change orders that are approved or requested by Buyer after the Closing Date ("Assumed Liabilities").
- b) Seller shall retain and discharge: (i) all rights, duties, liabilities and obligations required to be performed under the Excluded Contracts; (ii) all rights, duties, liabilities and obligations of Seller under the Assumed Contracts required to be performed prior to the Closing Date; (iii) any change orders on projects in progress that were approved by Seller but were not requested by Buyer before the Closing Date; and, (iv) all the liabilities and obligations arising out of the ownership, operation or use of the Assets or Water System prior to the Closing Date, excepting only the Assumed Liabilities ("Retained Liabilities").

### 1.8 Purchase Price

The total purchase price for the Assets and water rights to be paid by Buyer to Seller is the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("Unadjusted Purchase Price"), which shall be subject to adjustment as set forth in Section 1.9 of this Agreement ("Purchase Price").

Upon execution of this Agreement, Buyer shall pay to Seller the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be held by [ \_\_\_\_\_ Bank] (the "Escrow Agent") under the Escrow Agreement in Schedule \_\_\_\_ of this Agreement. Said amount, together with earnings thereon shall be the "Deposit". Buyer shall be responsible for all costs, fees or other charges for services provided by the Escrow Agent.

### 1.9 Adjustments to Unadjusted Purchase Price

The Purchase Price to be paid to Seller, as set forth in Section 1.8 of this Agreement shall be determined by reducing and/or increasing the Unadjusted Purchase Price, on a dollar for dollar basis, as follows:

- a) reduce the Unadjusted Purchase Price by the amount of refundable customer advances, deposits, or accumulated and unexpended availability fees held by Seller which are not placed in escrow or otherwise remitted to Buyer at the closing;
- b) (reserved);
- c) reduce the Unadjusted Purchase Price by the amount of any contract retainage held by Seller for the Assumed Contracts which is not placed in escrow or otherwise remitted to Buyer at Closing;
- d) increase the Unadjusted Purchase Price by the amount of the verifiable cost to Seller of any capital improvements which Seller makes to the Water System after the date first written above and prior to Closing; provided, that any such capital improvement is pre-approved by Buyer. This subsection shall not apply to repairs, replacements and items occurring in the normal course of business to provide adequate service to Seller's customers;

- e) reduce the Unadjusted Purchase Price by the amount of all accrued Employee benefits, as stated on Schedule \_\_\_\_, for which (i) the Employee is entitled during the calendar year of Closing; and, (ii) the employee has not taken, used or been compensated prior to Closing;
- f) reduce the Unadjusted Purchase Price by the amount of the Deposit that is paid to Seller at Closing;
- g) increase the Unadjusted Purchase Price by the amount of any transition fees agreed to by the parties.

#### **1.10 Proration of Expenses**

The Parties agree hereto that the following expenses shall be calculated and prorated as of the Closing Date, with Seller responsible for such expenses for the period up to the Closing Date, and Buyer to be responsible for the period on and after the Closing Date:

- a) electric, fuel, gas, telephone, water and other utility charges, in each case, to the extent relating to and incurred by operation of the Water System; and
- b) rentals and other charges under the Assumed Contracts pursuant to Section 1.6 of this Agreement.

#### **1.11 Closing**

The date of closing of this transaction ("Closing Date") shall occur on or before forty-five (45) days after satisfaction (or waiver) of the conditions to Closing set forth in Article 4 of this Agreement, or such other date mutually agreed to by the Parties in writing.

On the Closing Date, at a time of day to be mutually agreed upon by the Parties, subject to the terms and conditions of this Agreement, the act of closing pertaining to this transaction ("Closing") shall occur and title and possession of the Assets shall be sold, assigned, transferred, delivered and conveyed to Buyer.

The Closing shall take place at the offices of Buyer, or such other location as the Parties may mutually agree in writing, which writing can consist of an email, letter or memorandum.

#### **1.12 Deliveries at Closing by Seller to Buyer**

Subject to the terms and conditions of this Agreement, at the Closing, Seller shall deliver or cause to be delivered to Buyer:

- a) bills of sale and instruments of assignment to the Assets, duly executed by Seller (an acceptable form of bill of sale is attached hereto in Schedule \_\_\_\_);

- b) consents of transfer, of all transferable or assignable contracts, agreements, licenses and permits to the extent specifically required hereunder;
- c) title certificates to any motor vehicles included in the Assets, duly executed by Seller, (together with any other transfer forms necessary to transfer title to such vehicle);
- d) (i) an assignment of water facility easements rights associated with the Assets, subject to Permitted Encumbrances; and (ii) deed(s), in recordable form, duly executed by Seller, with a covenant against Seller's acts, sufficient to convey to Buyer good and valid title to all fee parcels in the Assets, subject to Permitted Encumbrances; except for parcels that were conveyed to Seller by way of a deed without warranty, or covenant of title, and for which Seller shall provide a quit claim deed(s), duly executed by Seller, and in recordable form, subject to Permitted Encumbrances;
- e) Seller's Closing Certificates/Resolutions pursuant to Section 4.1(d) of this Agreement;
- f) All agreements and other documents required by this Agreement;
- g) Seller's updated meter reading information pursuant to Section 3.2(j) of this Agreement;
- h) a receipt for the payment of the Purchase Price;
- i) all such other instruments of conveyance as shall be, in the reasonable opinions of Buyer and its counsel and Seller and its counsel, necessary to transfer to Buyer the Assets in accordance with this Agreement and where necessary or desirable, in recordable form;
- j) any agreements transferring water rights to Seller are attached as Schedule \_\_\_\_;
- k) the Assignment and Assumption Agreement (a form of which is attached hereto in Schedule \_\_\_\_);
- l) the General Assignment Agreement (a form of which is attached hereto in Schedule \_\_\_\_);
- m) the Warranty Deed (a form of which is attached hereto in Schedule \_\_\_\_);
- n) the Deed of Easement (a form of which is attached hereto in Schedule \_\_\_\_);



- o) if applicable, a lease for a portion of Seller's Property Yard, a form of which is attached hereto in Schedule \_\_\_\_ ; and
- p) the balance of accumulated and unexpended availability fee for the expansion of the Water System delivery capacity, which shall be held in escrow pursuant to the Availability Fee Escrow Agreement, a form of which is attached hereto in Schedule \_\_\_\_ .

#### **1.13 Deliveries at Closing by Buyer to Seller**

Subject to the terms and conditions of this Agreement, at the Closing, Buyer shall deliver or cause to be delivered to Seller:

- a) a wire transfer or negotiable draft of immediately available funds in an amount equal to the Purchase Price to such account (or accounts) as shall be designated by Seller;
- b) Buyer's Closing Certificates/Resolutions pursuant to Section 4.2 (c) of this Agreement;
- c) all agreements and other documents required by this Agreement; and
- d) all such other documents that are, in the reasonable opinion of Seller and its counsel, necessary to consummate the transactions contemplated by this Agreement.

## **Article 2 REPRESENTATIONS AND WARRANTIES**

#### **2.1 Representations and Warranties of Seller**

Seller represents and warrants to Buyer as follows:

- a) **Organization and Good Standing.** Seller is a cooperative domestic water association formed pursuant to NMSA 1978, Section 53-4-1 et seq. and is in good standing under the laws of the State of New Mexico.
- b) **Authorization and Enforceability.** Seller has the full power and lawful authority to execute this Agreement and to perform its obligations contemplated hereby and has duly and validly authorized the execution of the Agreement, including but not limited to executing such other necessary agreements, instruments and documents in connection herewith, taking votes if required on its actions at an open meeting in compliance with the Open Meetings Act, and attending any necessary proceedings.

This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable laws relating to bankruptcy,

insolvency, fraudulent conveyance, reorganization or affecting creditor's rights generally.

- c) **Noncontravention.** Seller's performance of its obligations contemplated hereby, as of the Closing Date, shall not (i) require any further approvals or consents from any other party; (ii) violate any law, ordinance or regulation; or, (iii) conflict with or result in a breach of, or constitute a default under, any contract, lease, permit or other agreement or commitment to which Seller is a Party; except where the approvals, consents, violations or conflicts would not have a Material Adverse Effect (as defined in Section 8.10 of this Agreement) on the ability of the Parties to consummate the transactions contemplated by this Agreement.
- d) **No Pending Litigation or Proceeding.** Except as listed on Schedule \_\_\_\_, to the best of Seller's knowledge, there is no action, claim, litigation, arbitration, proceeding, judgment, injunction, audit or legal, administrative or governmental investigation pending or threatened against Seller which could reasonably be expected to have a Material Adverse Effect on the Assets, water rights and the Water System or the transaction contemplated by this Agreement.
- e) **Brokerage.** Seller has not made any agreement or taken any other action which might cause any person to become entitled to a broker's or finder's fee or commission as a result of the transactions contemplated hereunder which could result in liability to Buyer.
- f) **Permits and Compliance with Law.** To the best of Seller's knowledge, all of Seller's permits relating to the operation of the Water System are in full force and effect, except those the failure of which to be in full force and effect would not individually or in the aggregate have a Material Adverse Effect.

Except as disclosed in Schedule \_\_\_\_, to the best of Seller's knowledge, Seller possesses and is in substantial compliance with all permits required to operate the Water System as presently operated, and to own, lease, or otherwise hold the Assets under all applicable laws, rule, regulations, ordinances, and codes (including environmental laws), except to the extent that any failure to possess, or to comply with, any permit, laws, rules, regulations or orders would not, individually or in the aggregate have a Material Adverse Effect.

To the best of Seller's knowledge, there are no proceedings pending or threatened that seek the revocation, cancellation, suspension or any adverse modification of any permits presently possessed by Seller and relating to the operation of the Water System, other than those revocations, cancellations, suspensions or modifications which would not individually or in the aggregate have a Material Adverse Effect.

Except as disclosed in Schedule \_\_\_\_, to the best of Seller's knowledge, the Water System is conducted by Seller in substantial compliance with all applicable laws,

including zoning, building and similar laws and environmental laws, rules, regulations, ordinances, codes, judgments and orders except for such failures to comply which do not individually or in the aggregate have a Material Adverse Effect.

- g) **Title to and Condition of Assets.** Seller owns and shall convey, subject to matters of public record other than mortgages, liens, and security interests: (i) good and valid title to the real property included in the Assets which was required by seller by way of a deed with warranty or covenant of title; (ii) by quitclaim deed, its interests in the real property included in the Assets which was acquired by Seller by way of a deed without warranty or covenant of title; (iii) good and valid leasehold interest in any leased real property included in the Assets; and, (iv) good title to, or valid interest in, the water rights and any personal property included in the Assets.

Any mortgages, liens and security interests with the Assets will be removed as of the Closing, to the effect that the Assets will be conveyed free and clear of all mortgages, liens, pledges and security interests, excepting only the following which shall constitute "Permitted Encumbrances": (i) those imposed by law and incurred in the ordinary course of business for indebtedness not yet due to carriers, warehousemen, laborers, or material men and the like; (ii) those in respect of pledges or deposits under the Workers' Compensation Act [Chapter 52, Article 1 *et seq.* NMSA 1978] or similar legislation; (iii) those for property taxes, assessments or governmental charges not yet subject to penalties for nonpayment; (iv) those affecting real property, which is owned by third parties, containing easements or rights-of-way relating to the Assets; (v) matters that would be revealed by a physical inspection, or complete and accurate survey, of the real property; (vi) rights of way and easements that do not materially interfere with the existing use of the real property; (vii) zoning and other governmental restrictions; (viii) matters common to any plat or subdivision in which the real property is located; and (ix) taxes, assessments, and other public charges on real property not yet due as of the Closing; provided, however, in no even shall Permitted Encumbrances include monetary liens.

- h) **Contracts.** To the best of Seller's knowledge, the Assumed Contracts are valid and enforceable in accordance with their terms.
- i) **Employees.** The regular or full-time employees who Seller expects will be employed by Seller on the Date of Closing are listed on Schedule \_\_\_\_.
- j) **Customer Advances.** Seller has (i) completed construction of all water facilities construction projects for which Seller received customer advances; or, (ii) placed in an escrow account all unexpended, refundable customer advances for projects in progress pursuant to Section 3.2(h) of this Agreement. Except as listed on Schedule \_\_\_\_, to the best of Seller's knowledge, Seller is not a party to contracts or agreements for future payment of refunds under main extension agreements,

customer deposit agreements or other commitments which would result, on the Closing Date, in an outstanding refund.

- k) **Condition of Assets.** To the best of Seller's knowledge, all of the buildings, machinery, equipment, tools, furniture, improvements and other tangible assets of the system, which are included in the Assets, are being sold in working condition, normal wear and tear excepted.
- l) **Environmental Matters.** Except as listed on Schedule \_\_\_\_, and with such exceptions as are not reasonably likely, individually or in the aggregate to have a Material Adverse Effect:
- i. Seller has not knowingly disposed of or arranged for the disposal of or released any hazardous substance, other than in conformity with applicable laws and regulations at any real estate included in the Assets, or at any other facility, location or site to be transferred to Buyer pursuant to the terms of this Agreement.
  - ii. Seller has not received any written notice or request for information with respect to, and to the best of Seller's knowledge, Seller has not been designated a potentially liable party for remedial action or response costs, in connection with any real property included in the Assets, or, as of the date hereof, with respect to the Assets or the operation of the Water System, at any other facility, location or other site under the federal Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") or comparable state statutes or rules.
  - iii. To the best of Seller's knowledge, except for such use or storage of hazardous substances as is incidental to the operation of the Water System, which use and storage is or has been in compliance with applicable laws and regulations, no real property included in the Assets has been used for the storage, treatment, generation, processing, production, or disposal of any hazardous substances or as a landfill or other waste disposal site in violation of any law, rule or regulation.
  - iv. To the best of Seller's knowledge, underground storage tanks, other than tanks for the storage of potable water, are not, and have not been in the past located on or under any real property in violation of any law, rule or regulation.
  - v. To the best of Seller's knowledge, there are no pending or unresolved claims against Seller or the Water System for investigatory costs, clean-up, removal, remedial or response costs, or natural resource damages arising out of any releases or threat of release of any hazardous substances at any real property included in the Assets or, as of the date hereof, with respect to the Water System or the Assets or any other facility, location or other site.

- vi. Section 2.1 contains the sole and exclusive representations and warranties of Seller with respect to any matters arising under or related to any environmental, health and safety requests, regulated substances and environmental conditions.

## 2.2 Representations and Warranties of Buyer

Buyer represents and warrants to Seller as follows:

- a) **Organization and Good Standing.** Buyer is a political subdivision of the State of New Mexico and is authorized to collect, treat, store, supply, distribute and sell water to the public, as well as to operate and acquire a Water System including its water rights, infrastructure and/or assets.
- b) **Authorization and Enforceability.** Buyer has the full power and lawful authority to execute this Agreement and to perform its obligations contemplated hereby and has duly and validly authorized the execution of this Agreement including but not limited to executing such other necessary agreements, instruments and documents in connection herewith, taking votes if required on its actions at an open meeting in compliance with the Open Meetings Act, and attending any necessary proceedings.

This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer, in accordance with its terms, except as such enforceability may be limited by applicable laws relating to bankruptcy, insolvency, fraudulent conveyance, reorganization or affecting creditors generally.

- c) **Noncontravention.** Buyer's performance of its obligations contemplated hereby, as of the Closing Date, shall not (i) require any further approvals or consents from any other party; (ii) violate any law, ordinance or regulation; and (iii) conflict with or result in a breach of any contract, lease or permit to which Buyer is a party.
- d) **No Pending Litigation Proceedings.** Except as listed on Schedule \_\_\_\_, to the best of Buyer's knowledge, there is no claim, litigation, arbitration, proceeding, judgment, injunction, audit or governmental investigation pending or threatened against Buyer which could reasonably be expected to have a Material Adverse Effect on the transaction contemplated by this Agreement.
- e) **Brokerage.** Neither Buyer nor any of its employees or agents have made any agreement or taken any other action which might cause any person to become entitled to a broker's or finder's fee or commission as a result of the transactions contemplated hereunder which could result in liability to Seller.
- f) **Financing.** Buyer has, or at the Closing Date will have, sufficient resources to pay the Purchase Price to Seller.
- g) **Condition of Assets.** Buyer is purchasing the Assets in their "AS-IS" condition, including their environmental condition, operating condition and condition of repair, and

is not relying on any representation of Seller in connection therewith except for representations and warranties contained in this Agreement.

### **ARTICLE 3 COVENANTS**

#### **3.1 Mutual Covenants of Seller and Buyer**

The Parties mutually covenant and agree that, except as otherwise approved by the other party in advance and in writing:

- a) **Cooperation**. The parties shall cooperate and shall cause their respective officers, employees, agents and representatives to cooperate to ensure the orderly transition of the Assets from Seller to Buyer and to minimize any disruption to the customers of the Water System from the transactions contemplated by the Agreement.
- b) **Further Assurances**. The parties shall cooperate and deliver such instruments and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby.

After the Closing, the Parties shall take such other actions and execute such other documents as may be reasonably requested by the other party (i) in order to transfer more effectively to Buyer or to put Buyer more fully in possession of any of the Assets; or, (ii) in connection with the preparation of any tax return, audit or examination by any governmental or taxing authority.

- c) **Expenses**. The Parties shall each bear their own respective accounting, legal and other expenses incurred in connection with the transactions contemplated by this Agreement.
- d) **Unbilled Services**. Seller shall maintain its normal billing cycle prior to Closing. After closing, Buyer shall, without cost to Seller, issue bills to the customers transferred from Seller to Buyer for water service which was (i) provided by Seller to the transferred customers prior to Closing; (ii) provided during the billing period in which closing occurs; and, (iii) not previously billed by Seller ("Unbilled Service").  
  
Buyer does not guarantee the collectability of Seller's Unbilled Service. Buyer will not terminate water service for Seller's uncollectible accounts, except as may be required by law.

#### **3.2 Covenants of Seller**

Seller hereby covenants and agrees that, except as otherwise approved in advance in writing by Buyer:



- a) **Continuation of Business.** Seller shall operate the Water System until the Closing Date in the ordinary course of business, consistent with past practice, so as to preserve (i) its business organization intact; and, (ii) the relationships of the Water System with suppliers, customers and others.
- b) **Continuation of Insurance.** Seller shall keep in existence and maintain current all policies of insurance insuring the Assets and the Water System against liability and property damage, fire and other casualty through the Closing Date, consistent with the policies in effect on the date first written above.
- c) **Standstill Agreement.** Until the Closing Date, unless this Agreement is earlier terminated pursuant to Article 5 of this Agreement, Seller shall not, directly or indirectly, solicit offers for the Assets, water rights or the Water System, or respond to inquiries from, share confidential information with, negotiate with or in any way facilitate inquiries or offers from, third parties who express or who have heretofore expressed an interest in acquiring any or all of the Assets, water rights or the Water System.
- d) **Access.** Seller shall (i) give to Buyer and its representatives, from the date first written above until the Closing Date, full access during normal business hours, upon reasonable notice, to all the properties, books, data, contracts, agreements, documents and records connected to the Assets, water rights and/or the Water System; and, (ii) make available to Buyer and its representatives all other information with respect to the Assets, water rights and/or the business and affairs of the Water System as Buyer may reasonably request. Provided, such access does not interfere with Seller's operation of the Water System and the Assets in the ordinary course of business.
- e) **Contractual Consents.** Seller shall, at all times, use its best efforts and diligently pursue all approvals, authorizations and consents of transfer to all material transferable or assignable contracts, agreements, licenses and permits to the extent specifically required by the terms of such contracts, agreements, licenses or permits.
- f) **Customer Advances.** Prior to closing, Seller shall either (i) complete construction of all water facilities construction projects for which Seller received customer advances; or, (ii) place the amount of all unexpended, refundable customer advance for projects in progress together with the amount of any other refunds which are outstanding as of the Closing Date in an escrow account or otherwise remit such amount to Buyer.
- g) **Projects in Progress.** The capital improvements projects and/or studies which may still be in progress at the time of Closing are listed on Schedule \_\_\_\_.

Should there be any capital improvements projects and/or studies still in progress at the time of Closing, Seller shall place into an escrow account for each project

the balance of the contracted project costs including retainage if any held and including any change orders approved by Seller up to the Closing Date. Payments on the contracts will be made from the escrow account after the Closing. Prior to closing, Seller shall be required to approve any and all change orders that are known to be necessary at that time in order to complete the scope of each capital improvement project in progress at or prior to Closing.

Any change order requested by Buyer that changes the scope of the project and is not required to be approved by Seller in the normal course of business prior to Closing and all change orders generated after the Closing will be the responsibility of Buyer to pay. After the Closing, it will be the responsibility of Buyer to complete any project contract and to approve any change orders.

Seller will not be responsible for any change orders approved by Buyer. Any costs incurred for the close out of the project not specifically included in the escrow account will also be the responsibility of Buyer. Prior to the Closing, the Parties will calculate and agree to the amounts of the outstanding balances on projects in progress before the escrow account is established.

- h) **Regulatory Consents.** To the extent applicable, Seller shall, at all times, use its best efforts and diligently pursue all approvals, authorizations, consents and permits required to be obtained by Seller for Seller to sell the Assets.
- i) **Meter Reading Information.** Within thirty (30) days of the execution of this Agreement, Seller shall provide to Buyer with a complete list of customers, including names, service addresses, billing addresses, meter sizes and meter serial numbers in meter reading route sequence. This complete list shall be updated at closing and provided to Buyer at Closing so as to be true and correct on the Closing Date.

### 3.3 Covenants of Buyer

Buyer hereby covenants and agrees that, except as otherwise approved in advance in writing by Seller:

- a) **Regulatory Consents.** Buyer shall, at all times, use its best efforts and diligently pursue all approvals, authorizations, consents and permits required to be obtained to consummate the transaction contemplated by this agreement, including, without limitation, the approval of every regulatory agency of federal, state or local government that may be required.

Buyer shall (i) as promptly as practicable, make or cause to be made such filings and submissions under laws, rules and regulations applicable to it as may be required to consummate the terms of this Agreement; and, ii) keep Seller apprised of the status of any filing or submission to any governmental or regulatory agency.

- b) **Maintenance of Books and Records.** No files, books, documents or records existing on the Closing Date and relating to the Assets or related water rights, or the operation of the Water System, shall be destroyed by Buyer for a period of five (5) years after the Closing Date without first giving Seller at least thirty (30) days prior written notice, during which time Seller shall have the right to examine during normal business hours and copy at its own expense such files, books, documents or records.
- c) **Confidentiality.** Until the Closing Date, Buyer will maintain in confidence, and will to the extent permitted by law cause the directors, officers, employees, agents and advisors of Buyer to maintain in confidence, and not use to the detriment of Seller, any written, oral or other information that is designated by Seller to be private, proprietary such as a trade secret, privileged unless (i) such information is already known to Buyer or to others not bound by a duty of confidentiality; (ii) such information becomes publicly available through no fault of Buyer; (iii) the use of such information is necessary or appropriate in making any filing or obtaining any approval, authorization or consent required for the consummation of the transactions contemplated by this Agreement; (iv) the furnishing or use of such information is required by public records laws or by legal proceedings; or, (v) Seller otherwise consents in writing to use of such information.

For purpose of this Section, the following information is designated by Seller as private, proprietary, privileged or obtained in confidence from Seller: (i) information not required to be disclosed by seller under New Mexico law; (ii) information entitled to confidential treatment under statute, regulation, case law, administrative court order or other legal authority including, but not limited to, the social security numbers, home addresses and home/mobile telephone numbers of Seller's employees and customers; and (iii) any other information reasonably designated or identified in writing by Seller as private, proprietary, privileged or confidential.

If this Agreement is terminated pursuant to Article 5 of this Agreement, Buyer will return such private, proprietary, privileged or confidential information to Seller.

- d) **Taxes.** Buyer shall be responsible for all state and local sales, use, transfer, real property transfer, documentary stamp, recording and other taxes arising from and with respect to the sale and purchase of the Assets.

### **3.4 Special Covenants of Buyer for the Water System**

Buyer hereby covenants and agrees to comply with the following special covenants relating to the Water System:

- a) **Rates.** Buyer shall charge reasonable rates for water service in the area served by the Water System, subject to any required government approvals.

- b) **Application of Rules.** Nothing in this Section shall prevent Buyer from applying its rules, regulations, ordinances and resolutions regarding conditions of service after Closing.

### **3.5 Reserved**

Reserved.

### **3.6 Special Covenants of Buyer for the System**

In addition to the special covenants in Section 3.4 of this Agreement, Buyer hereby covenants and agrees to comply with the following additional special covenants relating to the Water System:

- a) **Employees.** Prior to Closing, Seller shall make reasonable attempts to assist employees in finding new employment. Seller shall be responsible to the employees for all employee benefits that accrue prior to Closing. Employees of Seller are encouraged to apply for available employment with Buyer in any position for which an employee is qualified.

## **ARTICLE 4 CONDITIONS PRECEDENT**

### **4.1 Conditions Precedent to Buyer's Obligations**

The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions any one or more of which may be waived in writing in whole or in part, by Buyer, in its sole discretion:

- a) **Representations and Warranties.** Seller's representations and warranties contained in this Agreement or in any Schedule, list, certificate or document delivered pursuant to the provisions of this Agreement shall be true in all material respects at and as-of the time of Closing, except for changes in the ordinary course of business after the date first written above that are in conformity with the covenants, warranties, representations and agreements contained in this Agreement.
- b) **Performance of Agreements.** Seller shall have performed and complied, in all material respects, with all covenants, agreements and conditions required by this Agreement to be performed, or complied with by it prior to or at the Closing.

- c) **Adverse Change.** There shall not have been a material adverse change, occurrence or casualty, financial or otherwise, to the Water System or the Assets, whether covered by insurance or not.
- d) **Closing Resolutions.** Seller shall have delivered to Buyer a duly signed resolution of the Seller adopted by its governing body relating to this Agreement and the transactions contemplated hereby; and, certifying the incumbency and authority of the individual from Seller executing this Agreement and any documents delivered by Seller hereunder.
- e) **Closing Deliveries.** Seller shall have delivered the documents and other items described in Section 1.12 of this Agreement.
- f) **No Litigation.** There shall not be any pending, or to the best of Seller's knowledge, threatened action, proceeding or investigation by or before any court, arbitrator, governmental body or agency which seeks to restrain, prohibit or invalidate the transactions contemplated hereby or which, if adversely determined, would result in a breach of a representation, warranty or covenant of either party herein.
- g) **Regulatory Consents.** Seller shall have obtained the written, final and unappealable approvals, authorizations and consents, including consents for permit transfers that are required to consummate the transactions contemplated by this Agreement, for the sale of the Water System and water rights to Buyer and the approval of every regulatory agency of federal, state or local government that may be required in the opinion of either Buyer or Seller.
- h) **Contractual Consents and Voter Approval.** Seller shall have obtained written approvals, authorizations, resolutions and consents of transfer to all material transferable or assignable contracts, agreements, licenses and permits to the extent specifically required by the terms of such contracts, agreements, licenses or permits.
- i) **Defeasance.** As of the Closing, all mortgages, liens and security interests associated with the Assets, water rights or the Water System will be removed subject to the exceptions listed in Section 2.1(g) of the Agreement.

#### 4.2 Conditions Precedent to Seller's Obligations

The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions any one or more of which may be waived in writing in whole or in part by Seller, in its sole discretion:



- a) **Representations and Warranties.** Buyer's representations and warranties contained in this Agreement or in any Schedule, list, certificate or document delivered pursuant to the provisions of this Agreement shall be true in all material respects at and as-of the time of Closing, except for changes in the ordinary course of business after the date first written above that are in conformity with the covenants, warranties, representations and agreements contained in this Agreement.
- b) **Performance of Agreements.** Buyer shall have performed and complied, in all material respects, with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.
- c) **Closing Resolutions/Certificates.** Buyer shall have delivered to Seller a duly signed resolution of the Buyer adopted by its Board of County Commissioners at a properly noticed open meeting relating to this Agreement and the transactions contemplated hereby; and, certifying the incumbency and authority of the individual from Buyer executing this Agreement and any documents delivered by Buyer hereunder.
- d) **Closing Deliveries.** Buyer shall have (i) paid the Purchase Price to Seller as described in Sections 1.8, 1.9, 1.10 and 1.12 of this Agreement; and, (ii) delivered the documents and other items described in or required by Section 1.13 of this Agreement.
- e) **No Litigation.** There shall not be any pending, or to the knowledge of Buyer, threatened action, proceeding or investigation by or before any court, arbitrator, governmental body or agency which seeks to restrain, prohibit or invalidate the transactions contemplated hereby or which, if adversely determined, would result in a breach of a representation, warranty or covenant of either party herein.
- f) **Regulatory Consents.** Buyer shall have obtained the written, final and unappealable approvals, authorizations and consents, including consents for permit transfers, that are required to consummate the transactions contemplated by this Agreement, and the approval of every regulatory agency of federal, state or local government that may be required in the opinion of either Buyer or Seller.
- g) **Other Consents.** Buyer shall have obtained any other approvals, authorizations and consents that are required to enable Buyer to consummate the transactions contemplated by this Agreement and to operate the Water System.

## ARTICLE 5 TERMINATION

## **5.1 Termination**

This Agreement may be terminated prior to the Closing Date only as follows and in each case only by written notice:

- a) by the mutual written consent of both Seller and Buyer;
- b) by either Seller or Buyer, if the Closing has not occurred, other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement, on or before the first (1<sup>st</sup>) anniversary of the date first written above, or such later date as the Parties may agree upon;
- c) by either Seller or Buyer, if a material breach of any covenant, warranty, representation, agreement or provision of this Agreement, that individually or in the aggregate would have a Material Adverse Effect, has been committed by the other party and such breach has not been (i) cured within thirty (30) days after the non-breaching party gives written notice of said breaching party; or, (ii) waived by the non-breaching party;
- d) by Buyer, if any of the conditions in Section 4.1 of this Agreement (i) have not been satisfied as of the Closing Date; or, (ii) have become impossible (other than through the failure of Buyer to comply with its obligations under this Agreement); and buyer has not waived such condition on or before the Closing date; and
- e) by Seller, if any of the conditions in Section 4.2 of this Agreement (i) have not been satisfied as-of the Closing Date; or, (ii) have become impossible, other than through the failure of Seller to comply with its obligations under this Agreement; and, Seller has not waived such condition on or before the Closing Date.

## **5.2 Effect of Termination**

Each party's right of termination under Section 5.1 of this Agreement is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies.

If this Agreement is terminated pursuant to Section 5.1 of the Agreement, all further obligations of the Parties under the Agreement shall terminate, except that the obligations in Sections 3.1(c) (Expenses), 3.3(c) (Confidentiality) and 8.14 (Jurisdiction) of this Agreement shall survive. Provided, however, that if this Agreement is terminated by a party pursuant to Section 5.1(c) of this Agreement, the terminating party's right to pursue all legal remedies and damages will survive such termination unimpaired.

If this Agreement is terminated pursuant to Section 5.1(a),(b),(d) or (e) of the Agreement, and there is no written objection to the termination filed by a party with the Escrow Agent, Seller shall within five (5) business days after such termination repay to Buyer the Deposit. In all other events of termination pursuant to Section 5.1 of this Agreement, the Deposit shall remain in escrow until the final resolution of any claim for damages, including a right to attorney fees, if applicable.

## **ARTICLE 6 INDEMNIFICATION**

### **6.1 Definition of Damages**

For purposes of this Agreement, “Damages” means the aggregate amount of all damages, claims, losses, obligations, liabilities (including any governmental penalty, fines or punitive damages), deficiencies, interest, costs and expenses arising out of or relating to a matter and any actions, judgments, costs and expenses (including reasonable attorney’s fees and all other expenses incurred in investigating, preparing, or defending any litigation or proceeding, commenced or threatened) incident to such matter or to the enforcement of this Agreement.

### **6.2 Indemnification by Seller**

To the extent permitted by New Mexico law, Seller agrees to indemnify, defend and hold harmless Buyer, and its employees, officers, Board of County Commissioners whether jointly or separately and agents from and against any and all Damages arising out of or resulting from:

- a) any representation, breach of warranty, or non-fulfillment of any covenant or agreement made by Seller in this Agreement or in any deliveries furnished pursuant to Section 1.12 of this Agreement;
- b) any and all liabilities of Seller of any nature, whether due or to become due, whether accrued, absolute, contingent or otherwise, existing prior to the Closing Date or arising out of any transaction entered into, any state of acts existing or any even occurring prior to the Closing Date, other than Assumed Liabilities;
- c) the Retained Liabilities; and
- d) the successful enforcement of this Section of this Agreement.

Seller's obligations under this Section of the agreement shall be discharged, and all amounts payable hereunder, including costs and fees in the defense of any litigation, shall be paid to Buyer as they are incurred by Buyer.

### **6.3 General Indemnification Procedures**

- a) During the applicable survival period specified in Article 7 of this Agreement, Buyer ("Indemnified Party"), in seeking indemnification pursuant to Article 6 of this Agreement, shall give prompt written notice to the Seller from whom such indemnification is sought ("Indemnifying Party") of the assertion of any claim, the incurrence of any Damages, or the commencement of any action, suit or proceeding, of which it has knowledge in respect of which indemnity may be sought hereunder, and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but failure to give such required notice shall relieve the Indemnifying Party of any liability hereunder only to the extent that the Indemnifying Party has suffered actual prejudice thereby.

The Indemnifying Party (Seller) shall have the right exercisable by written notice to the Indemnifying Party after receipt of notice from the Indemnified Party of the commencement of or assertion of any claim or action, suit or proceeding by a third party in respect of which indemnity may be sought hereunder (a "Third Party Claim"), to assume the defense of such Third Party Claim which involves and continues to involve solely monetary damages; provided, that (i) the Indemnifying Party expressly agrees in such notice that, as between the Indemnifying Party and the Indemnified Party, solely the Indemnifying Party shall be obligated to satisfy and discharge the Third Party Claim; (ii) such Third Party Claim does not include a request or demand for injunctive or other equitable relief; and, (iii) the Indemnifying Party makes reasonably adequate provision to assure the Indemnified Party of the ability of the Indemnifying Party to satisfy the full amount of any adverse monetary judgment that is reasonably likely to result.

- b) Neither the Indemnified Party nor the Indemnifying Party shall settle any Third Party Claim without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.
- c) The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate (but not control), at its own expense, in the defense of any Third Party Claim which the other party is defending as provided in this Agreement.
- d) In no event shall either Party be liable to the other for any reason under this Agreement for any form of special, incidental, indirect, consequential, or punitive damages of any kind whether or not foreseeable, even if informed in advance of the possibility of such damages and whether arising in contract, tort including negligence, equity or otherwise.

## **ARTICLE 7 SURVIVAL**

### **7.1 Survival**

All covenants, warranties, representations and agreements made by the parties in this agreement or in any Schedule, document, statement, certificate or resolution furnished in connection with the transaction contemplated by this Agreement shall survive the Closing.

### **7.2 Limitations on Survival**

- a) The covenants, warranties, representations and agreements set forth in Section 3.6(b), (c) and (d) of this Agreement shall survive the Closing for an unlimited period of time.
- b) The covenants, warranties, representations and agreements set forth in Section 2.1, Section 3.1(a) through (c), and Section 3.3(b) of this Agreement shall survive the Closing for a period of five (5) years.
- c) The covenants, warranties, representations and agreements set forth in Section 3.4(b) of this Agreement shall survive the Closing for a period of three (3) months.
- d) Article 6 of this Agreement shall survive the Closing for the applicable period(s) of the indemnified covenants, warranties, representations and agreements as limited by this Article 7.
- e) The covenants, warranties, representations and agreements that are not explicitly limited by Section 7.2(a) through (d) of herein shall survive the closing for a period of one (1) year.

### **7.3 Covenant Running with the Land**

Reserved.

## **ARTICLE 8 MISCELLANEOUS**

### **8.1 Schedules**



All Exhibits and Schedules (“Schedules”) annexed or referred to in this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Schedules are made to the best of the Parties’ knowledge as of the date first written above. Prior to Closing, the parties shall promptly deliver an amended or supplemented Schedule when any change in fact, condition or information requires an amendment or supplement to such Schedule.

## **8.2 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties concerning the sale and purchase of the Assets, and supersedes all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties on the subject matter hereof.

## **8.3 Amendment**

This Agreement may be amended or modified only by a writing executed by all of the Parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

## **8.4 Extension or Waiver of Performance**

Either Seller or Buyer may extend the time for or waive the performance of any of the obligations of the other, waive any inaccuracies in the warranties or representations by the other, or waive compliance by the other with any of the covenants, conditions or agreements contained in this Agreement, provided that any such extension or waiver shall be in writing and signed by the waiving party in the case of a waiver, or by both Seller and Buyer in the case of an extension.

## **8.5 Assignment or Delegation**

The Parties shall not assign, delegate or otherwise transfer any of their duties, rights or obligations under this Agreement without the prior written consent of the other party.

## **8.6 Successors and Assigns; Binding Effect**

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

## **8.7 Governing Law**

This Agreement shall be governed and construed under the laws of the State of New Mexico.

## **8.8 Notices**

All notices provided for in this Agreement shall be in writing, addressed to Seller or Buyer, as the case may be, at the addresses set forth in this Paragraph and may be (a) delivered in person; (b) sent by United States registered or certified mail, return receipt requested; (c) sent by recognized overnight courier or delivery service from which a receipt may be obtained; or, (d) sent by facsimile or telefax transmission during regular business hours (9 a.m. to 5 p.m., Monday-Friday, excluding weekends and holidays observed by Santa Fe County). Notice sent by facsimile shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

If to Sellers:

Address:

If to Buyer:

Santa Fe County,  
Attn: Stephen C. Ross, County Attorney  
102 Grant Ave.  
P.O. Box 276  
Santa Fe, NM 87504-0276  
Telephone: 505-986-6279  
Facsimile: 505-986-6362

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The parties shall have the right to designate a new address for the receipt of notices by written notice to the other party as provided in Section 8.8 of this Agreement.

#### **8.9 Captions**

The headings and captions used with the subsections, sections, articles and schedules of this Agreement are for convenience or reference only and shall not be deemed to modify or limit the provisions of this Agreement.

#### **8.10 Construction**

In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement.

Any reference to any federal, state, local or foreign law shall be deemed to refer to all amendments, as well as to all rules and regulations promulgated thereunder, unless the context requires otherwise.

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context may require. The word “including” shall mean “included,” without limitation.

“Material Adverse Effect” means a change or effect, or series of related changes or effects, which has or is reasonably likely to have a material adverse change in or effect upon the business, assets, condition (financial or otherwise), or results of operations of the Water System, water rights or Assets, taken as a whole, provided, however, that none of the following, either alone or in combination, shall be considered in determining whether there has been a “Material Adverse Effect”: (i) events, circumstances, change or effects that generally affect similarly situated water systems, including changes in law or generally accepted accounting principles; (ii) general economic or political conditions or events, circumstances, changes or effects affecting the financial, securities, lending or commodities markets or other market conditions generally; (iii) changes arising from the consummation of the transactions contemplated by, or the announcement of, this Agreement; (iv) changes caused by a material worsening of current conditions caused by acts of terrorism or war, whether or not declared, occurring after the date of this Agreement; (v) any existing circumstance, event or occurrence with respect to which the Buyer has knowledge as of the date of this Agreement; and (vi) any adverse circumstance, change or effect that is cured by Seller or buyer prior to the Closing in accordance with this Agreement.

#### **8.11 Cumulative Remedies**

The remedies afforded in this Agreement are cumulative to each other and to all other remedies provided by law.

#### **8.12 No Waiver**

Except as otherwise provided herein, no delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy; nor shall it be construed as a waiver of our acquiescence in any such breach or default, or any similar breach or default occurring later; nor shall any waiver of a single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

#### **8.13 Time of the Essence**

Time is of the essence in this Agreement.

**8.14 Jurisdiction and Venue**

The Parties each irrevocably submit to the exclusive jurisdiction of (a) the First Judicial District Court in Santa Fe, New Mexico, and (b) where appropriate, an appellate court for the State of New Mexico.

When the above-mentioned courts may properly exercise jurisdiction over an action, suit or proceeding relating to this Agreement, the Parties agree not to commence or maintain any such action, suit or proceeding in a court or forum other than the above-mentioned courts.

**8.15 Third Party Beneficiaries**

Nothing herein expressed or implied is intended or should be construed to confer upon or give to any person, other than the Parties, any rights or remedies under or by reason of this Agreement.

**8.16 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Agreement shall be binding upon the parties only when a copy or a counterpart has been signed by each party and delivered to each other party. Signatures, copies and counterparts may be transmitted by mail, facsimile or overnight courier service and when so transmitted are as effective as if a manually-signed, original document had been delivered.

**8.17 Incorporation of Exhibits and Schedules**

All exhibits and schedules attached hereto and referred to herein are incorporated in this Agreement as though fully set forth herein.

WHEREFORE, in consideration of the foregoing and intending to be legally bound by the terms herein, the Parties have caused this Agreement to be executed as set forth below.

**SELLER:**

\_\_\_\_\_  
YYYYYYYYYYYYYY,

**BUYER:**

**SANTA FE COUNTY, NEW MEXICO,**  
a political subdivision of the State of  
New Mexico

**BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY, NEW MEXICO**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
KATHY HOLIAN  
Title: Chairperson  
Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
STEPHEN C. ROSS  
Title: County Attorney  
Date: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
GERALDINE SALAZAR  
Title: County Clerk  
Date: \_\_\_\_\_

**SCHEDULES**

**A through ZZZ**

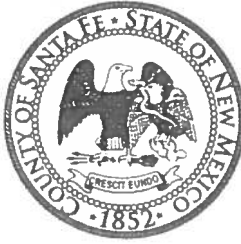
**SCHEDULE A**  
(other schedules when added should be labeled in alphabetical order)



**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*




**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

Date: July 16, 2013

To: Santa Fe County Board of County Commissioners

From: Bernadette Salazar, Human Resources Director 

Re: Request Approval of Amendment No. 1 to the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters

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### **BACKGROUND AND SUMMARY**

The Santa Fe County Board of County Commissioners approved the collective bargaining agreement in November 2012. Article 29, Wages of the current collective bargaining agreement allowed for a wage re-opener to occur no earlier than August 30, 2013; however both parties agreed to open this article earlier. The union and management teams negotiated the wage section which resulted in the request to implement the attached pay scale effective August 10, 2013. Employees will receive increases upon their employment anniversary dates. All bargaining unit employees who have an anniversary date between June 29, 2013 and August 9, 2013 shall receive their first salary increase effective August 10, 2013 and the first full pay period following their anniversary date thereafter until August 30, 2015. No retro-active pay increases shall occur. The pay scale will remain in effect for the duration of contract which expires August 30, 2015.

In addition, all bargaining unit employees shall receive a \$1,000 temporary salary adjustment as a retention incentive to be paid over four pay periods effective the pay days of August 30, 2013, September 13, 27, and October 11, 2013. The parties also negotiated the right for each party to re-open one (1) financial article no earlier than September 1, 2014.

In addition, although Article 23, Insurance is not an element of the wage re-opener, the cost of premiums is an issue that has been addressed and approved by the Union and the County. This agreement will increase insurance benefits for employees to include the following:

	County's Contribution	Union Employee's Contribution
Union Employees who earn \$30,000 annually or less	80%	20%
Union Employees who earn \$30,001 to \$50,000 annually	70%	30%
Union Employees who earn more than \$50,000 annually	63%	37%

**ACTION REQUESTED**

The Union and Management Teams request approval of amendment no. 1 to the Collective Bargaining Agreement between Santa Fe County and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters.

Thank you for your consideration.

**Attachment:**

*Amendment No.1 to the Collective Bargaining Agreement Between Santa Fe County and the Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters.*

**AMENDMENT NO. 1  
TO  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
THE SANTA FE COUNTY FIREFIGHTERS ASSOCIATION, LOCAL 4366,  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**THIS AMENDMENT** is made and entered into as of this 30<sup>th</sup> day of July 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as “the County”) and the **Santa Fe County Firefighters Association, Local 4366, International Association of Firefighters** (herein referred to as “the Union”).

**WHEREAS**, the County and the Union entered into the Collective Bargaining Agreement effective November 13, 2013 to August 30, 2015;

**WHEREAS**, the County and the Union agreed to negotiate the financial re-opener prior to August 30, 2013 and have negotiated the financial re-opener required by Article 29, Wages of the Collective Bargaining Agreement to implement a pay scale; and

**WHEREAS**, both parties agree that although Article 23, Insurance, is not an element of the wage re-opener, it is an issue that should be addressed immediately.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **ARTICLE 23: INSURANCE** is deleted in its entirety and replaced with the following:

- A. The County shall offer to the covered bargaining unit members and their eligible dependents, medical, life, dental, and optical insurance in accordance with the following contributions to the cost of premiums:

	County's Contribution	Union Employee's Contribution
Union Employees who earn \$30,000 annually or less	80%	20%
Union Employees who earn \$30,001 to \$50,000 annually	70%	30%
Union Employees who earn more than \$50,000 annually	63%	37%

- B. Percentages may be revised to comply with state law. All medical, life, dental, and optical benefits shall be maintained for the life of this Agreement. Bargaining unit employees will pay 100% of disability insurance offered by the County.

2. **ARTICLE 29: WAGES**, is deleted in its entirety and replaced with the following:

**ARTICLE 29: WAGES**

- A. The pay scale attached hereto as Exhibit A is made a part hereof by reference as if fully set forth herein.
- B. Salary increases based on Exhibit A shall become effective the first full pay period following the bargaining unit employee's anniversary date after approval of this amendment, except as otherwise set forth herein. This pay scale will be effective through August 30, 2015. No pay increases shall be implemented after August 30, 2015. All bargaining unit employees who have an anniversary date between June 29, 2013 and August 9, 2013 shall receive their first salary increase effective August 10, 2013 and the first full pay period following their anniversary date thereafter until August 30, 2015. No retro-active pay increases shall occur.
- C. In addition, all bargaining unit employees shall receive a \$1,000 temporary salary adjustment as a retention incentive to be paid over four pay periods effective the pay days of August 30, 2013, September 13, 27, and October 11, 2013.
- D. Each party reserves the right to re-open one (1) financial article no earlier than September 1, 2014.
3. All other provisions of the Collective Bargaining Agreement not specifically deleted, replaced or amended by Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

\_\_\_\_\_  
Kathy Holian, Chairperson

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk


\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
Stephen C. Ross, Santa Fe County Attorney

7-16-13  
\_\_\_\_\_  
Date

**SANTA FE COUNTY FIREFIGHTERS ASSOCIATION, LOCAL 4366, IAFF:**

  
Eric Anderson, Union President

7/16/13  
\_\_\_\_\_  
Date

**IAFF Payscale August 2013 -August 2015**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>years of SFC</b>											
<b>Fire service</b>											
<b>FF-EMT-B</b>	\$12.2914	\$12.4144	\$12.5385	\$12.6639	\$12.7905	\$12.9184	\$13.0476	\$13.1781	\$13.3099	\$13.4430	\$13.5774
<b>FF-EMT-I</b>	\$13.5173	\$13.6525	\$13.7890	\$13.9269	\$14.0662	\$14.2068	\$14.3489	\$14.4924	\$14.6373	\$14.7837	\$14.9315
<b>FF-P</b>	\$16.8826	\$17.0515	\$17.2220	\$17.3942	\$17.5681	\$17.7438	\$17.9213	\$18.1005	\$18.2815	\$18.4643	\$18.6489
<b>FF-Lt.</b>	\$17.7185	\$17.8957	\$18.0746	\$18.2554	\$18.4379	\$18.6223	\$18.8085	\$18.9966	\$19.1866	\$19.3784	\$19.5722
<b>Fire Pro. Spec. I</b>	\$18.9404	\$19.1298	\$19.3211	\$19.5143	\$19.7094	\$19.9065	\$20.1056	\$20.3066	\$20.5097	\$20.7148	\$20.9220
<b>Fire Pro. Spec. II</b>	\$20.8387	\$21.0471	\$21.2575	\$21.4701	\$21.6848	\$21.9017	\$22.1207	\$22.3419	\$22.5653	\$22.7910	\$23.0189
	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>
<b>FF-EMT-B</b>	\$13.7132	\$13.8503	\$13.9888	\$14.1287	\$14.2700	\$14.4127	\$14.5568	\$14.7024	\$14.8494	\$14.9979	\$15.1479
<b>FF-EMT-I</b>	\$15.0808	\$15.2316	\$15.3839	\$15.5378	\$15.6932	\$15.8501	\$16.0086	\$16.1687	\$16.3304	\$16.4937	\$16.6586
<b>FF-P</b>	\$18.8354	\$19.0238	\$19.2140	\$19.4062	\$19.6002	\$19.7962	\$19.9942	\$20.1941	\$20.3961	\$20.6000	\$20.8060
<b>FF-Lt.</b>	\$19.7679	\$19.9656	\$20.1653	\$20.3669	\$20.5706	\$20.7763	\$20.9841	\$21.1939	\$21.4059	\$21.6199	\$21.8361
<b>Fire Pro. Spec. I</b>	\$21.1312	\$21.3425	\$21.5559	\$21.7715	\$21.9892	\$22.2091	\$22.4312	\$22.6555	\$22.8820	\$23.1109	\$23.3420
<b>Fire Pro. Spec. II</b>	\$23.2491	\$23.4816	\$23.7164	\$23.9535	\$24.1931	\$24.4350	\$24.6794	\$24.9261	\$25.1754	\$25.4272	\$25.6814

The numbers in the first row represent years of service with Santa Fe County Fire Division

**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## ***MEMORANDUM***

**DATE:** *July 17, 2013*

**TO:** *Board of County Commissioners*

**FROM:** *Bill Taylor, Procurement Manager* *6/17/13*

**VIA:** *Katherine Miller, County Manager*  
*Jeffrey Trujillo, ASD Director*  
*Robert Martinez, Transportation-SW Division Director*

**ITEM AND ISSUE:** *BCC Meeting July 30, 2013*

REQUEST APPROVAL FOR A WAIVER FROM SECTION 1 OF ORDINANCE NO. 2012-5 TO PURCHASE (2) WATER TRUCKS IN THE AMOUNT OF \$305,974.00 UTILIZING THE HOUSTON GALVESTON AREA COUNCIL (HGAC) COOPERATIVE PURCHASE AGREEMENT and AUTHORIZING THE COUNTY MANAGER TO SIGN AND EXECUTE THE PURCHASE ORDER. (Purchasing/Bill Taylor)

---

### **BACKGROUND AND SUMMARY:**

The Public Works Department was allocated funding from the County capital package to purchase two (2) water trucks this fiscal year at \$ 152,987.00 each. Utilizing the Houston Galveston Area Council (HGAC) Cooperative purchase agreement will expedite the acquisition of these trucks by at least 6 months, save staff time and cost.

### **ACTION REQUESTED:**

The Purchasing Division requests a waiver from section 1 of Ordinance No. 2012-5 to purchase two (2) water trucks for a total of \$305,974.00 utilizing the HGAC purchase agreement and authorizing the County Manager to sign and execute the purchase order to HGAC.

PURCHASE REQUISITION NBR: 0000140464

STATUS: INSUFFICIENT FUNDS  
REASON: WATER TRUCKS FOR CONSTRUCTION AND MAINTENANCE

DATE: 7/08/13

DELIVER BY DATE: 6/30/14

REQUISITION BY: GTRUJILLO

SHIP TO LOCATION: PUBLIC WORKS DEPT/ADMIN

SUGGESTED VENDOR: 21437 HOLT CAT

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-------------	----------	-----	-----------	-------------	--------------------

1	ERIC GIRON REQUESTED: WATER TRUCKS FOR CONSTRUCTION & MAINTENANCE TRUCK CT 660-116 2 @ \$101,525.00 = \$203,050.00 OFF OF HGAC CONTRACT HT11-12 START DATE 6/1/12 TO EXP: 5/31/14 COMMODITY: MISC SUBCOMMOD: MISC	203050.00	EA	1.0000	203050.00	
---	--	-----------	----	--------	-----------	--

2	OPTIONS SEE ATTACHED HGAC FORM @ \$47,862.00 *2 = \$95,724.00 COMMODITY: MISC SUBCOMMOD: MISC	95724.00	EA	1.0000	95724.00	
---	---	----------	----	--------	----------	--

3	HGAC PROCESSING CHARGE @ \$ 1,000.00 COMMODITY: MISC SUBCOMMOD: MISC	1000.00	EA	1.0000	1000.00	
---	--	---------	----	--------	---------	--

4	FREIGHT DELIVERED TO SANTA FE @ \$6,200.00 COMMODITY: MISC SUBCOMMOD: MISC	6200.00	EA	1.0000	6200.00	
---	--	---------	----	--------	---------	--

REQUISITION TOTAL: 305974.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	20406114518003 CAPITAL PURCHASES	100.00	203050.00
2	20406114518003 EQUIPMENT & MACHINERY	100.00	95724.00
3	20406114518003 CAPITAL PURCHASES	100.00	1000.00
4	20406114518003 EQUIPMENT & MACHINERY	100.00	6200.00
			305974.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVED  
**BUDGET ONLY**  
Sharon Vigil  
Date: 7/12/13

Signatures are for authorization to issue a purchase order from a requisition or a purchase order change. All signatures must be present and signed by the individual. Void if the signatures are not signed by the individual.	
Requested By: <u>SS 7-8-13</u>	Date: <u>7-8-13</u>
Requested By: <u>Robert Mont</u>	Date: <u>7-8-13</u>
Director Approval & Verification that all signatures are accounted for & approval for processing.	

BT  
7/16/13

7/30/13  
to piggy  
back  
7/17/13  
1:30pm

BAC  
Memo



## FY-20

**REQUESTOR CERTIFIES THIS REQUEST HAS BEEN  
PROCURED AT THE BEST OBTAINABLE PRICE.**


[LOGIN](#)

 GENERAL PURPOSE  
& EMERGENCY  
VEHICLES

 INFRASTRUCTURE  
EQUIPMENT &  
SERVICES

 COMMUNICATIONS  
EQUIPMENT &  
SERVICES

 GROUNDS  
FACILITIES &  
PARKS EQUIPMENT

 PUBLIC  
WORKS  
EQUIPMENT

 EMERGENCY  
EQUIPMENT &  
SUPPLIES

 CONSULTING  
LEASING & STAFFING  
SERVICES

 EMERGENCY  
PREPAREDNESS &  
DISASTER RECOVERY

 COOPERATIVE  
ENERGY  
PURCHASING

 You are here: [Home](#) > Medium & Heavy Trucks & Truck Bodies

## GENERAL PURPOSE & EMERGENCY VEHICLES

### MEDIUM & HEAVY TRUCKS & TRUCK BODIES

**Contract No.:** HT11-12

**Effective Date:** June 1, 2012 to May 31, 2014

These are complete, legal, turn-key chassis, equipped with EPA 2010 threshold compliant engines/emissions, and consistent with the components and performance of H-GAC specification configuration, [as viewed on this link](#).

For each Base Unit cab-chassis priced in the table, below, other than those options/upgrades called for by an HGAC member (alternate engine, transmission, wheelbase, body, etc), no additional, compulsory equipment or fees are required to render these cab-chassis as functioning, legally-equipped machines meeting those minimums established for each model's base configuration. Unless otherwise noted in the descriptions below, the Base Unit prices below include any emission surcharges and standard factory-to-dealer freight. Freight from dealers to HGAC members (or from dealer to conversion company) shall be recognized as a separate PO line item, unique to end user. Vendors priced various chassis manufacturer options from which HGAC members may build alternative configurations. Contact vendors for a complete quote relative to this contract.

- ALF-Condor
- Autocar
- Caterpillar
- Ram (formerly Dodge)
- Ford
- Freightliner
- GM
- Hino (1) Toyota
- International
- Isuzu (1)
- Kenworth
- Mack
- Peterbilt
- UD
- Volvo
- Western Star
- Engine Control Systems

RE: Truck Bodies: various truck bodies (e.g. aerials, dump bodies, wrecker bodies, service bodies, etc.) are available through each vendor's options pricing. Contact vendors for more details.

#### Truck Body Summary Table

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#### ALF-Condor

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
ALF-Condor	A1	830S Low Cab Forward COE, TRA	Waco Freightliner	\$108,589
ALF-Condor	A2	880S Low Cab Forward COE, TRA	Waco Freightliner	\$108,989

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#### Autocar

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Autocar	B1	ACX42 LOW COE, SRA	Chastang Ford	\$111,107
Autocar	B2	ACX64 LOW COE, SRA	Chastang Ford	\$111,894

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#### Caterpillar

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Caterpillar	C1	CT660S-STA Conv Cab TRA 116" BBC	Holt Cat	\$101,525
Caterpillar	C2	CT660L-LTA Conv Cab TRA 122" BBC	Holt Cat	\$108,511

#### H-GAC CONTACTS

- **Loleta Joiner**  
(P): 713-993-2486  
(F): 713-993-4548  
[loleta.joiner@h-gac.com](mailto:loleta.joiner@h-gac.com)

#### VENDOR CONTACTS

- **Chastang Enterprises dba Chastang Ford**  
Ed Miller  
(P): 713-678-5007  
(F): 713-678-5001  
[Click here for Email](#)
- **Cleveland Mack Sales, Inc. dba Performance Truck**  
Joey Jasinski  
(P): 713-844-7169  
(F): 713-844-7222  
[Click here for Email](#)
- **Dallas Dodge Chrysler Jeep**  
Bert Stull  
(P): 214-319-1289  
(F): 214-319-1306  
[Click here for Email](#)
- **East Texas Mack Sales, LLC**  
David Carroun  
(P): 214-232-6669  
(F): 214-630-2755  
[Click here for Email](#)
- **French Ellison Truck Center**  
Jason Mims  
(P): 210-228-2028  
(F): 210-662-5999  
[Click here for Email](#)
- **Grande Truck Center**  
Rocky Shoffstall  
(P): 210-666-7112  
(F): 210-666-7210  
[Click here for Email](#)
- **Holt Texas, Ltd. dba Holt CAT**  
Mark Mims  
(P): 210-648-1111  
(F): 210-648-0079  
[Click here for Email](#)
- **Houston Freightliner-Western Star**  
Michael McCarthy  
(P): 713-580-8123  
(F): 713-676-1603  
[Click here for Email](#)
- **Philpott Motors, Ltd.**  
Richard Hyder  
(P): 409-853-3440  
(F): 409-724-0886  
[Click here for Email](#)
- **Ron Carter Automotive**  
Gary Bogusz  
(P): 281-388-8406  
(F): 281-388-0953  
[Click here for Email](#)
- **Rush Truck Centers of Texas, L.P.**  
Charles Plouffe  
(P): 713-495-6304  
(F): 713-695-9620  
[Click here for Email](#)
- **Santex Truck Centers, Ltd. - HT11-12**  
Rick DeNolf  
(P): 210-477-2514  
(F): 210-604-0226  
[Click here for Email](#)
- **Vanguard Truck Center of Austin**  
Terry Lamaster

Caterpillar	C3	CT560S-STA Tractor, Conv Cab TRA, 116" BBC	Holt Cat	\$102,078
Caterpillar	C4	CT560L-LTA Tractor, Conv Cab TRA, 122" BBC	Holt Cat	\$109,070

(P): 512-312-5400  
(F): 512-312-5440  
[Click here for Email](#)

■ VED Heritage Properties  
Justin Clark  
(P): 254-662-0911  
(F): 254-662-0558  
[Click here for Email](#)

■ Waco Freightliner - Western Star  
Jason Wade  
(P): 254-752-9735  
(F): 254-753-8024  
[Click here for Email](#)

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### Ram (formerly Dodge)

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Ford (formerly Dodge)	D1	5500 4x2 Reg. Cab ST	Dallas Dodge	\$32,790
Ram (formerly Dodge)	D2	5500 4x2 Reg. Cab ST	Dallas Dodge	\$33,610

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### Ford

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Ford	E1	F450 4x2 (F4G), Gas	Chastang Ford	\$25,007
Ford	E2	F550 4x2 (F5G), Gas	Chastang Ford	\$25,797
Ford	E3	F650 4x2 (F6F), Diesel	Chastang Ford	\$51,722
Ford	E4	F650 4x2 (F6H), Gas	Philpott Motors	\$52,313
Ford	E5	F750 4x2 (F7F)	Chastang Ford	\$45,478
Ford	E6	F550 Stripped Chassis (F5K), Gas	Philpott Motors	\$15,999
Ford	E7	E450 Cutaway Van Chassis (E4F), Gas	Chastang Ford	\$19,513

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### Freightliner

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Freightliner	F1	114SD Conv Cab SRA	Houston Freightliner	\$85,792
Freightliner	F2	M2-106-60 Conv Cab SRA	Houston Freightliner	\$52,394
Freightliner	F3	M2-106-70 Conv Cab SRA	Houston Freightliner	\$55,950
Freightliner	F4	M2-106-80 Conv Cab TRA	Houston Freightliner	\$66,935
Freightliner	F5	M2-112 Conv Cab TRA	Houston Freightliner	\$82,745
Freightliner	F6	108SD-60 Conv Cab TRA	Houston Freightliner	\$57,092
Freightliner	F7	108SD-70 Conv Cab TRA	Houston Freightliner	\$58,938
Freightliner	F8	108SD-80 Conv Cab TRA	Houston Freightliner	\$68,845
Freightliner	F9	Cascade 111 CA125 DC Conv Cab Tractor, TRA	Houston Freightliner	\$94,722
Freightliner	F10	Coronado SD DC Conv Cab Tractor, TRA	Houston Freightliner	\$99,990
Freightliner	F11	MT45 Stripped Chassis	Houston Freightliner	\$44,498
Freightliner	F12	MT55 Stripped Chassis	Houston Freightliner	\$46,851

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### GM

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
GM	G1	Express Commercial 4500 Cutaway	Ron Carter	\$21,679

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### Hino (1) Toyota

MFGR	HGAC PRODUCT CODE	BASE UNIT DESCRIPTION	VENDOR	BASE PRICE
Hino (1) (Toyota)	H1	238 Conv Cab SRA	Rush TC	\$44,722
Hino (1) (Toyota)	H2	258LP Conv Cab, SHA	Rush TC	\$47,881



## HGAC Contract HT 11 - 12 Sales Order

Santa Fe County New Mexico  
PO Box 276  
Santa Fe, NM. 87504  
Mr. Eric Giron

July 5, 2013

VEHICLE: CAT CT660S Truck, 475 hp, 13 Speed Fuller trans. With 4000 Gallon Water Body: Proposal 728-01

Make CAT Model CT660-116 Year 2014 Stock Number Order Units

To be delivered on or about November 15, 2013

Quantity 2

Total

Truck Price Per Unit	<u>\$151,987.00</u>	<u>\$303,974.00</u>
Optional Equipment (Incl.)	<u>See Notes</u>	
HGAC Processing Fee	<u>\$1,000.00</u>	<u>\$1,000.00</u>
Net Sales Price	<u>\$152,987.00</u>	<u>\$305,974.00</u>
Sub-Total Sales Price	<u>\$152,987.00</u>	<u>\$305,974.00</u>
Trade Allowance:	<u>\$0.00</u>	<u>\$0.00</u>
Total Sales Price:	<u>\$152,987.00</u>	<u>\$305,974.00</u>

Sales Representative

signature

Mark S. Mims

name

Prepared By

signature

Mark S. Mims

name

Purchaser

signature

printed name

title

date

**Sales • Parts • Service**

Quotation



Quote good through



Holt Cat Confidential



Page 1

1320 S. 25th St.  
Edinburg, TX 78539  
(956) 289-7600

549 W Loop 820 North  
Fort Worth, TX 76108  
(817) 935 6033

1601 East 356  
Irving, TX 75060  
(972) 830 4200

16013 North IH-35  
Pflugerville, TX 78660  
(512) 252 1135

3302 S W W. White Rd  
San Antonio, TX 78222  
(210) 648 8305

1800 W. Loop 340  
Waco, TX 76712  
(254) 662 7385

Additional Vehicle and Accessories Description

Purchaser Signature approves attached 728-01 Model Profile, Vehicle Specifications and Weight Summary dated 7/03/2013 and HGAC C-1 Contract Pricing Worksheet dated 7/5/2013

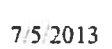
Includes delivery Santa Fe County, NM. After body installation.

Includes Ledwell Model 4000 Water tank.

Packaged as detailed in attached HGAC Contract details.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard for Retail Purchase Order Incorporating above terms. Any documentary fees, state tax, title registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle's) not currently in Dealers stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock or maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle's) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle's), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle's). Dealer may adjust Trade Value of Trade Vehicle's) to reflect changes in condition and/or mileage of Trade Vehicle's) between date of current appraisal and acceptance of this Proposal by Customer.

Thank you for the opportunity to earn your business. We look forward to working with you on your business needs.



<b>Delivery Date:</b>	<b>11/15/2013</b>	<b>G. Total Purchase Price (D+E+F):</b>	<b>305974</b>
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**C-4 Published Options Work Sheet: 728-01 Water truck**

**\$5,465**

Chassis	Make	Option	Selected Option	Option Code	Option Description	Retail	Price for Bid
C1, C2	Fuller	Transmission		13607	{Fuller AT-1202} 2-Speed With Air Shift Controls	\$4,804	0.00
C3, C4	Fuller	Transmission		13607	{Fuller AT-1202} 2-Speed With Air Shift Controls	\$4,439	0.00
C1, C2	CAT	Frame Reinforcement		0001GDM	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 13.03" x 3.687" x 0.312", (330.8mm x 93.6mm x 8.0mm), 510.4" (12963mm) Maximum OAL	\$2,265	0.00
C3, C4	CAT	Frame Reinforcement		0001GDM	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 13.03" x 3.687" x 0.312", (330.8mm x 93.6mm x 8.0mm), 510.4" (12963mm) Maximum OAL	\$2,177	0.00
C1, C2	CAT	Rear Cross Member		0001UAZ	Tubular, with Tow-Loop	\$329	0.00
C3, C4	CAT	Rear Cross Member		0001UAZ	Tubular, with Tow-Loop	\$305	0.00
C1, C2	Dana Spicer	Steer / Front Axle		0002AEU	{Dana Spicer I-160W} Wide Track, I-Beam Type, 16,000-lb Capacity	\$1,285	0.00
C3, C4	Dana Spicer	Steer / Front Axle		0002AEU	{Dana Spicer I-160W} Wide Track, I-Beam Type, 16,000-lb Capacity	\$1,236	0.00
C1, C2	Spicer	Steer / Front Axle		0002AEW	{Dana Spicer I-200W} Wide Track, I-Beam Type, 20,000-lb Capacity	\$1,866	0.00
C3, C4	Spicer	Steer / Front Axle		0002AEW	{Dana Spicer I-200W} Wide Track, I-Beam Type, 20,000-lb Capacity	\$1,793	0.00
C1, C2	Meritor	Steer / Front Axle		0002ARZ	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity	\$1,210	0.00
C3, C4	Meritor	Steer / Front Axle		0002ARZ	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity	\$1,164	0.00
C1, C2	Meritor	Steer / Front Axle		0002ATB	{Meritor MFS-20-133A} Wide Track, I Beam Type, 22,000-lb Capacity	\$1,814	0.00
C3, C4	Meritor	Steer / Front Axle		0002ATB	{Meritor MFS-20-133A} Wide Track, I Beam Type, 22,000-lb Capacity	\$1,677	0.00
C1, C2	CAT	Dual Exhaust System		0007DHJ	Single, Horizontal Aftertreatment Device Frame Mounted Right Side Under Cab, Includes Bright Dual Vertical Tail Pipe and Bright Guards, Cab Mounted	\$2,745	0.00
C3, C4	CAT	Dual Exhaust System		0007DHJ	Single, Horizontal Aftertreatment Device Frame Mounted Right Side Under Cab, Includes Bright Dual Vertical Tail Pipe and Bright Guards, Cab Mounted	\$2,536	0.00

C1, C2	Jacobs	Engine Compression Brake	1	0007SDD	{Jacobs} for CT 11 & CT 13 Engines, With Selector Switch and On/OFF Switch	\$1,408	1,408.00
C3, C4	Jacobs	Engine Compression Brake		0007SDD	{Jacobs} for CT 11 & CT 13 Engines, With Selector Switch and On/OFF Switch	\$1,355	0.00
C1, C2	CAT	Body Builder Wiring		0008HAE	Rear of Frame, Includes Sealed Connectors for Tail/Amber Turn/Market/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	\$169	0.00
C3, C4	CAT	Body Builder Wiring		0008HAE	Rear of Frame, Includes Sealed Connectors for Tail/Amber Turn/Market/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	\$157	0.00
C1, C2	CAT	Batteries		0008MMM	{Caterpillar} (4) 12 Volt 4000CCA Total	\$144	0.00
C3, C4	CAT	Batteries		0008MMM	{Caterpillar} (4) 12 Volt 4000CCA Total	\$138	0.00
C1, C2	Truck Lite	Safety Lighting		0008TKC	{Truck Lite} Super 44, With LED Lamps for Stop, Turn & Tail Lights and Truck Lite Super 40 Lamps for Backup lights, Less Power Module, Less Rubber Mount, Includes Separate Rear Reflectors	\$171	0.00
C3, C4	Truck Lite	Safety Lighting		0008TKC	{Truck Lite} Super 44, With LED Lamps for Stop, Turn & Tail Lights and Truck Lite Super 40 Lamps for Backup lights, Less Power Module, Less Rubber Mount, Includes Separate Rear Reflectors	\$159	0.00
C1, C2	Preco	Back-Up Alarm		0008WDG	{Preco 1059} Electronic, Solid State, Dual Function, 112 dBA	\$138	0.00
C3, C4	Preco	Back-Up Alarm		0008WDG	{Preco 1059} Electronic, Solid State, Dual Function, 112 dBA	\$133	0.00
C1, C2	CAT	Fog Lights		0008WVR	(2) Clear, Round, Halogen	\$168	0.00
C3, C4	CAT	Fog Lights		0008WVR	(2) Clear, Round, Halogen	\$155	0.00
C1, C2	CAT	Safety Lighting, Beacon Lights		0008WZC	(2) Cab Mounted, Includes Mounting Brackets, Wiring and Switch on Dash	\$356	0.00
C3, C4	CAT	Safety Lighting, Beacon Lights		0008WZC	(2) Cab Mounted, Includes Mounting Brackets, Wiring and Switch on Dash	\$328	0.00
C3, C4	Fontaine	Air Slide 5th Wheel		0010GCV	{Fontaine BLHATB875024} 24" Slide, Blocked, No Tilt, 8.75" Above Top of Frame, Left Side Release	\$1,445	0.00
C1, C2	CAT	CT13		0012KWY	{CT 13} EPA 10, 430 HP @ 1700 RPM, 1550 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 430 Peak HP (Max)	\$1,717	0.00
C3, C4	CAT	CT13		0012KWY	{CT 13} EPA 10, 430 HP @ 1700 RPM, 1550 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 430 Peak HP (Max)	\$141	0.00
C1, C2	CAT	CT13	1	0012KWZ	{CT 13} EPA 10, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)	\$2,254	2,254.00
C3, C4	CAT	CT13		0012KWZ	{CT 13} EPA 10, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)	\$656	0.00



C1, C2	CAT	Block Heater		0012WCT	{Philips} 120 Volt/1500 Watt With "Y" Cord for Fuel Heater, Cord to Operate Both Heaters	\$101	0.00
C3, C4	CAT	Block Heater		0012WCT	{Philips} 120 Volt/1500 Watt With "Y" Cord for Fuel Heater, Cord to Operate Both Heaters	\$94	0.00
C1, C2	CAT	Rear Engine PTO		0012WPT	CT 11 & CT 13 Engines (Ratio 1 276 1)	\$2,861	0.00
C3, C4	CAT	Rear Engine PTO		0012WPT	CT 11 & CT 13 Engines (Ratio 1 276 1)	\$2,644	0.00
C1, C2	CAT	Transmission		0013CZZ	{Caterpillar CX31} 1st Generation Controls, 6 Speed, Includes Oil Level Sensor, With PTO Provision, for ON/OFF Highway	\$14,719	0.00
C3, C4	CAT	Transmission		0013CZZ	{Caterpillar CX31} 1st Generation Controls, 6 Speed, Includes Oil Level Sensor, With PTO Provision, for ON/OFF Highway	\$13,996	0.00
C1, C2	Fuller	Transmission		0013GJS	{Fuller RTLO-18913A} 13-Speed Manual, With Double Overdrive, With Air Shift and Internal Lube Oil Pump	\$2,499	0.00
C3, C4	Fuller	Transmission		0013GJS	{Fuller RTLO-18913A} 13-Speed Manual, With Double Overdrive, With Air Shift and Internal Lube Oil Pump	\$2,219	0.00
C1	Fuller	Transmission		0013GMZ	{Fuller RTO(F)-14909ALL} 11-Speed Manual, With Overdrive and Double Lo and With Air Shift	\$1,948	0.00
C1, C2, C3, C4	Fuller	Transmission		0013GMZ	{Fuller RTO(F)-14909ALL} 11-Speed Manual, With Overdrive and Double Lo and With Air Shift	\$2,370	0.00
C1, C2, C3, C4	Fuller	Transmission		0013GNA	{Fuller RTO(F)-16909ALL} 11-Speed Manual, With Overdrive and Double-Lo, With Lube Oil Pump, With Air Shift	\$2,370	0.00
C1, C2	Dana Spicer	Rear Axle		0014GJE	{Dana Spicer DST41P/RST41} Single Reduction 40,000-lb Capacity, 200 Wheel Ends and 0.44" Wall Housing and Lube Pump	\$602	0.00
C3, C4	Dana Spicer	Rear Axle		0014GJE	{Dana Spicer DST41P/RST41} Single Reduction 40,000-lb Capacity, 200 Wheel Ends and 0.44" Wall Housing and Lube Pump	\$579	0.00
C1, C2	Dana Spicer	Rear Axle		0014GJH	{Dana Spicer D46-170HP/R46-170H} Single Reduction 46,000-lb Capacity, With Lube Oil Pump, and R Wheel Ends	\$3,139	0.00
C3, C4	Dana Spicer	Rear Axle		0014GJH	{Dana Spicer D46-170HP/R46-170H} Single Reduction 46,000-lb Capacity, With Lube Oil Pump, and R Wheel Ends	\$3,018	0.00
C1, C2	Mentor	Rear Axle		0014GRM	{Mentor RT-70-380} Double Reduction, Standard Track, 70,000-lb Capacity, 73 75" Track and W Wheel Ends	\$16,757	0.00
C3, C4	Mentor	Rear Axle		0014GRM	{Mentor RT-70-380} Double Reduction, Standard Track, 70,000-lb Capacity, 73 75" Track and W Wheel Ends	\$15,484	0.00
C1, C2	Mentor	Rear Axle		0014GRS	{Mentor RT-46-160P} Single Reduction, 46,000-lb Capacity, With Lube Pump, Driver Controlled Main Locking Differential in Rear-Rear Axle and 200 Wheel Ends	\$2,098	0.00
C3, C4	Mentor	Rear Axle		0014GRS	{Mentor RT-46-160P} Single Reduction, 46,000-lb Capacity, With Lube Pump, Driver Controlled Main Locking Differential in Rear-Rear Axle and 200 Wheel Ends	\$2,018	0.00

C1, C2	Hendrickson	Rear Suspension		0014ULV	{Hendrickson HAS-402-60} 60" Axle Spacing, 40,000-lb Capacity, 9.5" Ride Height, With Shock Absorbers Mounted Inboard	\$390	0.00
C3, C4	Hendrickson	Rear Suspension		0014ULV	{Hendrickson HAS-402-60} 60" Axle Spacing, 40,000-lb Capacity, 9.5" Ride Height, With Shock Absorbers Mounted Inboard	\$375	0.00
C1, C2	Hendrickson	Rear Suspension		0014ULY	{Hendrickson HMX-460-54} Walking Beam Type 54" Axle Spacing, 46,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers	\$413	0.00
C3, C4	Hendrickson	Rear Suspension		0014ULY	{Hendrickson HMX-460-54} Walking Beam Type 54" Axle Spacing, 46,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers	\$397	0.00
C1, C2	Hendrickson	Rear Suspension		0014UNY	{Hendrickson PRIMAAX EX} 60" Axle Spacing, 46,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers Mounted in Standard Location	\$1,437	0.00
C3, C4	Hendrickson	Rear Suspension		0014UNY	{Hendrickson PRIMAAX EX} 60" Axle Spacing, 46,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers Mounted in Standard Location	\$1,328	0.00
C1, C2	Chalmers	Rear Suspension		0014UZS	{Chalmers 854-40L} Walking Beam Type, With Rubber Spring, 54" Axle Spacing, 40,000-lb Capacity, With Standard Restrictor Cans, (8) Torque Rods, Less Shocks	\$213	0.00
C3, C4	Chalmers	Rear Suspension		0014UZS	{Chalmers 854-40L} Walking Beam Type, With Rubber Spring, 54" Axle Spacing, 40,000-lb Capacity, With Standard Restrictor Cans, (8) Torque Rods, Less Shocks	\$205	0.00
C1, C2	Watson & Chalin	Push Axle		0014WLM	{Watson & Chalin AL-2200} 20,000-lb Capacity, Includes One Non-Steer Axle	\$3,668	0.00
C3, C4	Watson & Chalin	Push Axle		0014WLM	{Watson & Chalin AL-2200} 20,000-lb Capacity, Includes One Non-Steer Axle	\$3,389	0.00
C1, C2	Watson & Chalin	Push Axle		0014WMA	{Watson & Chalin SL1190 Tru Track Alumilite} 13,200-lb Capacity, Includes One Self-Steer Axle	\$5,643	0.00
C3, C4	Watson & Chalin	Push Axle		0014WMA	{Watson & Chalin SL1190 Tru Track Alumilite} 13,200-lb Capacity, Includes One Self-Steer Axle	\$5,436	0.00
C1, C2	Watson & Chalin	Push Axle		0014WMB	(2) {Watson & Chalin SL1190 Tru Track Alumilite} 13,200-lb Capacity, Includes Two Self-Steer Axles	\$11,285	0.00
C3, C4	Watson & Chalin	Push Axle		0014WMB	(2) {Watson & Chalin SL1190 Tru Track Alumilite} 13,200-lb Capacity, Includes Two Self-Steer Axles	\$10,847	0.00
C1, C2	Watson & Chalin	Tag Axle		0014WMC	{Watson & Chalin SL1190 Tru Track Alumilite} 13,200-lb Capacity, Includes One Self-Steer Axle	\$5,688	0.00
C3, C4	Watson & Chalin	Tag Axle		0014WMC	{Watson & Chalin SL1190 Tru Track Alumilite} 13,200-lb Capacity, Includes One Self-Steer Axle	\$5,449	0.00
C1, C2	CAT	Fuel Tanks	1	0015DWT	(2) Non-Polished Aluminum, 24" Diam., 100 U.S. Gal., 378L Capacity, Total Capacity 200 U.S. Gal., 757L, With Dual Supply & Return Lines and Less Equalizer Line, Mounted Left & Right, Under Cab	\$1,366	1,366.00
C3, C4	CAT	Fuel Tanks		0015DWT	(2) Non-Polished Aluminum, 24" Diam., 100 U.S. Gal., 378L Capacity, Total Capacity 200 U.S. Gal., 757L, With Dual Supply & Return Lines and Less Equalizer Line, Mounted Left & Right, Under Cab	\$1,313	0.00
C1, C2	CAT	Fuel Tanks		0015DXG	(2) Polished Aluminum, 24" Diam., 100 U.S. Gal., 378L Capacity, Total Capacity 200 U.S. Gal., 757L, With Dual Supply & Return Lines and Less Equalizer Line, Mounted Left & Right, Back of Cab	\$2,320	0.00

C3, C4	CAT	Fuel Tanks		0015DXG	(2) Polished Aluminum, 24" Diam., 100 U.S. Gal., 378L Capacity, Total Capacity 200 U.S. Gal., 757L, With Dual Supply & Return Lines and Less Equalizer Line, Mounted Left & Right, Back of Cab	\$2,144	0.00
C1, C2	Davco	Fuel Water Separator/Heater		0015LKX	(Davco Fuel Pro 382) 12 Volt D.C. Pre Heater, Includes Water-In-Fuel Light, Mounted in Standard Location	\$133	0.00
C3, C4	Davco	Fuel Water Separator/Heater		0015LKX	(Davco Fuel Pro 382) 12 Volt D.C. Pre Heater, Includes Water-In-Fuel Light, Mounted in Standard Location	\$128	0.00
C1, C2	CAT	Hydraulic Tank		0015WBV	(610mm) 24" Diam., Non-Polished Aluminum, 60 U.S. Gal. Total Capacity; With 1 25" Supply Line and 1" Return Line Mounted Right Side BOC	\$1,067	0.00
C3, C4	CAT	Hydraulic Tank		0015WBV	(610mm) 24" Diam., Non-Polished Aluminum, 60 U.S. Gal. Total Capacity; With 1 25" Supply Line and 1" Return Line Mounted Right Side BOC	\$987	0.00
C1, C2	CAT	Cab & Eqpt.		0016HKX	Driver Information Display, Flush Mounted Style In Wing Panel, Base Display With 6.5" Color Touch Screen, & USB Port	\$1,355	0.00
C3, C4	CAT	Cab & Eqpt.		0016HKX	Driver Information Display, Flush Mounted Style In Wing Panel, Base Display With 6.5" Color Touch Screen, & USB Port	\$1,251	0.00
C1, C2	CAT	Cab & Eqpt.		0016HKY	Driver Information Display, Flush Mounted Style In Wing Panel, Premium Display With 6.5" Color Touch Screen, Includes GPS Navigation With Truck Logistics, & USB Port	\$1,808	0.00
C3, C4	CAT	Cab & Eqpt.		0016HKY	Driver Information Display, Flush Mounted Style In Wing Panel, Premium Display With 6.5" Color Touch Screen, Includes GPS Navigation With Truck Logistics, & USB Port	\$1,671	0.00
C1, C2	National	Cab & Eqpt. Seat	I	0016JPD	(National 2000 Model 195) Air Suspension, High Back, Vinyl Boxing With Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj., 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover	\$73	73.00
C3, C4	National	Cab & Eqpt. Seat		0016JPD	(National 2000 Model 195) Air Suspension, High Back, Vinyl Boxing With Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj., 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover	\$70	0.00
C1, C2	National	Cab & Eqpt. Seat		0016RAC	(National 2000 Model 292) Non Suspension, Intermediate Back, All Vinyl, 11 Degree Back Angle Adjustment	\$353	0.00
C3, C4	National	Cab & Eqpt. Seat		0016RAC	(National 2000 Model 292) Non Suspension, Intermediate Back, All Vinyl, 11 Degree Back Angle Adjustment	\$340	0.00
C1, C2	National	Cab & Eqpt. Seat	I	0016RAN	(National 2000 Model 192) Non Suspension, High Back, Vinyl Boxing With Cloth Facing, 11 Degree Back Angle Adjust	\$364	364.00
C3, C4	National	Cab & Eqpt. Seat		0016RAN	(National 2000 Model 192) Non Suspension, High Back, Vinyl Boxing With Cloth Facing, 11 Degree Back Angle Adjust	\$350	0.00
C1, C2	Lang Mekra	Cab & Eqpt. Mirrors		0016SKV	(2) (Lang Mekra) Aero, Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostat Controlled, Power Both Sides, Amber Lens Clearance Light LED, Turn Signals, Black Painted Finish Heads, Brackets	\$117	0.00
C3, C4	Lang Mekra	Cab & Eqpt. Mirrors		0016SKV	(2) (Lang Mekra) Aero, Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostat Controlled, Power Both Sides, Amber Lens Clearance Light LED, Turn Signals, Black Painted Finish Heads, Brackets	\$108	0.00
C1, C2	CAT	Cab & Eqpt.		0016WKS	Two Piece Wind Shield	\$151	0.00
C3, C4	CAT	Cab & Eqpt.		0016WKS	Two Piece Wind Shield	\$139	0.00

C1, C2	CAT	Cab & Eqpt.		0016XWE	Exterior Sun Shade, Bright Finish, Includes Integral Clearance/Marker Lights	\$219	0.00
C3, C4	CAT	Cab & Eqpt.		0016XWE	Exterior Sun Shade, Bright Finish; Includes Integral Clearance/Marker Lights	\$202	0.00
C1, C2	CAT	Wheel (Front)		0027DMB	DISC, 22.5" Non-Polished Aluminum, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8 25 DC Rims, With Steel Hubs	\$305	0.00
C3, C4	CAT	Wheel (Front)		0027DMB	DISC, 22.5" Non-Polished Aluminum, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8 25 DC Rims, With Steel Hubs	\$294	0.00
C1, C2	CAT	Wheel (Front)		0027DMJ	DISC, 24.5" Non-Polished Aluminum, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8 25 DC Rims, With Steel Hubs	\$314	0.00
C3, C4	CAT	Wheel (Front)		0027DMJ	DISC, 24 5" Non-Polished Aluminum, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8 25 DC Rims, With Steel Hubs	\$302	0.00
C1, C2	CAT	Wheel (Rear)		0028DMB	DUAL DISC, 22.5" Non-Polished Aluminum, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8 25 DC Rims; With Steel Hubs	\$1,253	0.00
C3, C4	CAT	Wheel (Rear)		0028DMB	DUAL DISC, 22 5" Non-Polished Aluminum, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8 25 DC Rims, With Steel Hubs	\$1,205	0.00
C1, C2	CAT	Wheel (Rear)		0028DMJ	DUAL DISC, 24 5" Non-Polished Aluminum, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8 25 DC Rims, With Steel Hubs	\$1,291	0.00
C3, C4	CAT	Wheel (Rear)		0028DMJ	DUAL DISC, 24 5" Non-Polished Aluminum, 10-Stud (285 75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8 25 DC Rims, With Steel Hubs	\$1,242	0.00
							<b>\$5,465.00</b>

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost
003ACS 20k# Frt. Susp.	\$208
007WBA Tail Pipe	\$85
007WBS Muffler	\$120
007WBU Ext. Height	\$115
007WZY Exhaust Switch	\$43
008WKH Battery Box	\$109
008XAH Circuit Breaker	\$89
0012WBR Fan Switch	\$29
0010631 Paint	\$66
0011WAE Clutch Grease Ftg.	\$30
0012864 Engine Arrangement	\$87
0013GKJ Fuller 13 spd.	\$2,848
0013WGJ Lube for 13 spd.	\$212
0013WVD PTO Switch	\$54
00146RR 46k# Rear Axle	\$3,964
0014UHL Rear 46k# Suspension	\$454
0014WAL Rear Shocks	\$172
0014WLE Rear Axle Lube	\$204
0016HGL Gauge: RA Temp	\$86
0016HKB Gauge: Manifold	\$84
0016ZDU Grad Handle	\$30
0027DNP Front Wheel	\$589
0029WLA Frt. Wheel Lube	\$22
7792655412 Front Tire	\$15
7382135417 Rear Tire	\$1,451
On Board Diagnostics	\$650

Total (this page)

\$11,816.00



July 03, 2013

**Prepared For:**  
Santa Fe County NM Water Truck

Reference ID: 13 Spd Trans

**Presented By:**  
HOLT TEXAS LTD.  
Mark Mims  
3302 S W W WHITE RD  
SAN ANTONIO TX 78222 - 4843  
(210)648-8343

We are pleased to have the opportunity to offer the following proposal for the application you requested.

**Model Profile**  
**2014 660S SBA 6x4 (CF7AA)**

<b>APPLICATION:</b>	Water Truck
<b>MISSION:</b>	Requested GVWR: 66000. Calc. GVWR: 65480 Calc. Start / Grade Ability: 31.40% / 2.68% @ 55 MPH Calc. Geared Speed: 81.8 MPH
<b>FUEL ECONOMY:</b>	6.34 MPG @ 55 MPH
<b>DIMENSION:</b>	Wheelbase: 189.00, CA: 127.00, Axle to Frame: 71.00
<b>ENGINE, DIESEL:</b>	{CT 13} EPA 10, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)
<b>TRANSMISSION, MANUAL:</b>	{Fuller RTLO(F)-16913A} 13-Speed Manual; With Double Overdrive, With Air Shift and Internal Lube Oil Pump
<b>CLUTCH:</b>	{Eaton Fuller Easy-Pedal Advantage} Manual Adjust, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, 7-Spring Damper, Mechanical Pull-Type Control, 1700 lb-ft Torque Capacity
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor RT-46-160P} Single Reduction 46,000-lb Capacity With Lube Pump and 200 Wheel Ends Gear Ratio: 4.30
<b>CAB:</b>	Conventional
<b>TIRE, FRONT:</b>	(2) 385/65R22.5 HTC1 (CONTINENTAL) 495 rev/mile, load range L, 20 ply
<b>TIRE, REAR:</b>	(8) 11R22.5 HDL2 DL (CONTINENTAL) 491 rev/mile, load range H, 16 ply
<b>SUSPENSION, REAR, TANDEM:</b>	{Hendrickson RT-463} Walking Beam Type; 60" Axle Spacing, 46,000-lb Capacity With Transverse Torque Rods and Rubber Center Bushings
<b>PAINT:</b>	Cab schematic 100KT Location 1: 9231, White Consl.Frtys (Prem) Chassis schematic 931KT Frame: 0001, Canyon Black (Std)



## Vehicle Specifications

July 03, 2013

### **2014 660S SBA 6x4 (CF7AA)**

<u>Code</u>	<u>Description</u>
CF7AA00	Base Chassis, Model 660S SBA 6x4 with 189.00 Wheelbase, 127.00 CA, and 71.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1652	CROSSMEMBER, REAR Relocated to End of Frame
1CDH	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm); 543.0" (13793mm) Maximum OAL
1LBC	BUMPER, FRONT Multi-piece Stainless Steel
	<u>Includes</u> : FOG LIGHT OPENING (2) and with Rectangular Hole for Step
1WVS	WHEELBASE RANGE 183" (465cm) Through and Including 228" (580cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3ACS	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, Single Stage Spring; 20,000-lb Capacity; Less Shock Absorbers
	<u>Includes</u> : SPRING PINS Threaded
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : INVERSION VALVE Bendix SR-1 and Double Check Valve : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SWITCH, AUXILIARY Interrupter for Cab Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank
	<u>Includes</u> : DRAIN VALVE Mounted in Wet Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBS	AIR DRYER {Bendix AD-9} With Heater
	<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab
4ETE	BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 SqIn
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake



## Vehicle Specifications

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### **2014 660S SBA 6x4 (CF7AA)**

<u>Code</u>	<u>Description</u>
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM Capacity, Single Cylinder
4WCC	BRAKE PACKAGE, FRONT {Dana Spicer ES-165-6} Air, Cam Type, Extended Service; Size 16.5" x 6", Includes Automatic Slack Adjusters
4WCD	BRAKE PACKAGE, REAR {Dana Spicer ES-165-7} Air, Cam Type, Extended Service; Size 16.5" x 7", Includes Automatic Slack Adjusters
5710	STEERING COLUMN Tilting and Telescoping
5PTB	STEERING GEAR (2) {Sheppard M-100/M-80} Dual Power
5WBH	STEERING WHEEL {Caterpillar} 2-Spoke, 18" Diam., Dark Neutral, Leather Wrapped
7BDS	EXHAUST SYSTEM Single, Vertical Aftertreatment Device Frame Mounted Right Side; Includes Vertical Tail Pipe & Guard
	<u>Includes</u>
	: EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height)
	: MUFFLER/TAIL PIPE GUARD Non-Bright Finish
7SDD	ENGINE COMPRESSION BRAKE {Jacobs} for CT 11 & CT 13 Engines, With Selector Switch and On/OFF Switch
7WBA	TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WBU	EXHAUST HEIGHT 11' 6"
7WZY	SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, ON/OFF Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in ON Position
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: BATTERY BOX Aluminum
	: CIGAR LIGHTER Includes Ash Cup, Center Console Mounted
	: FUSES, ELECTRICAL SAE Blade-Type
	: HAZARD SWITCH Integral with Turn Signal Switch
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: HEADLIGHTS (2) Composite with Halogen Projector Beam
	: HORN, AIR Single, Chrome
	: HORN, ELECTRIC Single
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: READING LIGHT, CAB (2) with Individual Switches; One Above Each Door
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL FLASHER
	: TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature
	: TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8653	HORN, AIR Single, Located Under Cab
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount





## Vehicle Specifications

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### **2014 660S SBA 6x4 (CF7AA)**

<u>Code</u>	<u>Description</u>
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MMJ	BATTERY SYSTEM {Caterpillar} (3) 12 Volt 2130CCA Total
8RMD	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers
8RMG	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, Without Splitter, Separate Lead-Ins, With CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WDG	BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA
8WEZ	TURN SIGNAL SWITCH Self-Canceling
8WKH	BATTERY BOX Aluminum with Aluminum Cover, 18" Wide, 2, 3 or 4 Battery Capacity, Mounted Right Side Back of Cab
8WNH	RUNNING LIGHT (2) Daytime
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
9ASE	FRONT END Tilting Composite  <u>Includes</u> : GRILLE SURROUND Brushed Stainless Steel
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10631	PAINT IDENTITY, PT-2 Single Color, Instruction No. 931. Frame/Running Gear & Fuel Tank (Aluminum Tank Will Not Be Painted)
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10769	PAINT CLASS Premium Color
10UAB	VEHICLE REGISTRATION IDENTITY ID for US States EXCLUDING: California, Connecticut, Delaware, Georgia, Maine, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania
11MGZ	CLUTCH {Eaton Fuller Easy-Pedal Advantage} Manual Adjust, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, 7-Spring Damper, Mechanical Pull-Type Control, 1700 lb-ft Torque Capacity  <u>Includes</u> : CLUTCH RELEASE BEARING Greasable
11WAE	GREASE FITTINGS Remote; for Clutch Cross Shaft
12864	BLOCK HEATER, ENGINE {Phillips} 120 Volt/1500 Watt
12KWZ	ENGINE, DIESEL {CT 13} EPA 10, 475 HP @ 1700 RPM, 1700 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 475 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
12UBH	RADIATOR Aluminum; Welded, Front to Back Down Flow System, 1564 SqIn, 1572 SqIn Dual CAC, 1293 SqIn 3 Core LTR



## Vehicle Specifications

July 03, 2013

### **2014 660S SBA 6x4 (CF7AA)**

<u>Code</u>	<u>Description</u>
12VBT	AIR CLEANER Single Element, Heavy Duty
12VED	FEDERAL EMISSIONS for 2010; CT 13 Engines
12WBR	FAN OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type
12WEG	COLD STARTING EQUIPMENT Automatic; With Engine ECM Control
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations
12XAN	OBD COMPLIANCE for 2013 OBD (On Board Diagnostics)
13GKJ	TRANSMISSION, MANUAL {Fuller RTLO(F)-16913A} 13-Speed Manual; With Double Overdrive, With Air Shift and Internal Lube Oil Pump
	<u>Includes</u> : CLUTCH BRAKE Torque Limiting : FILL PLUG, MAGNETIC
13WGJ	OIL COOLER,MANUAL TRANSMISSION Water to Oil Type Included in Radiator End Tank (REQUIRES TRANSMISSION LUBE PUMP)
13WLB	TRANSMISSION OIL {EmGard 50W} Synthetic; 22 thru 33.99 Pints
13WVD	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Control Valve, Piping and Wiring, Wired for PTO
14GRR	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction 46,000-lb Capacity With Lube Pump and 200 Wheel Ends . Gear Ratio: 4.30
	<u>Includes</u> : POWER DIVIDER LOCK Air Operated, Cab Control with Indicator Light in Cluster : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle
14UHL	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam Type; 60" Axle Spacing, 46,000-lb Capacity With Transverse Torque Rods and Rubber Center Bushings
	<u>Includes</u> : CROSSMEMBER, SUSPENSION 5-Piece
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions
14WLE	AXLE, REAR, LUBE {EmGard 75W-90} Synthetic Oil; 65 thru 89.99 Pints
15DWT	FUEL TANK (2) Non-Polished Aluminum, 24" Diam., 100 U.S. Gal., 378L Capacity; Total Capacity 200 U.S. Gal., 757L; With Dual Supply & Return Lines and Less Equalizer Line, Mounted Left & Right, Under Cab
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
16031	CAB Conventional
	<u>Includes</u> : COAT HOOK, CAB Located on Rear Wall, Behind Passenger Seat : CONSOLE, CENTER Plastic, Driver Convenience with a Cup and Change Holder, Ash Tray and Lower Storage Area : DOME LIGHT, CAB (2) Driver and Passenger Dome Lights with Individual Switches, in Headliner : DOOR CHECK STRAP (2) One Each Door



## Vehicle Specifications

July 03, 2013

### **2014 660S SBA 6x4 (CF7AA)**

<u>Code</u>	<u>Description</u>
	: GLASS, ALL WINDOWS Tinted
	: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side
	: GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors
	: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color
	: SKIN Riveted
	: STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English With English Electronic Speedometer
16HGL	GAUGE, OIL TEMP, REAR AXLE
16HKB	GAUGE, MANIFOLD PRESSURE Data Link Driven; Mounted in Instrument Panel, Includes Controller Module
16JPD	SEAT, DRIVER {National 2000 Model 195} Air Suspension, High Back, Vinyl Boxing With Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover
16RAN	SEAT, PASSENGER {National 2000 Model 192} Non Suspension, High Back, Vinyl Boxing With Cloth Facing, 11 Degree Back Angle Adjust
16SKS	MIRRORS (2) {Lang Mekra} Aero; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostat Controlled, Amber Lens Clearance Light LED, Black Painted Finish Heads, Brackets & Arms
16VRT	HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates
16VTH	CAB INTERIOR TRIM Premium Level; for Caterpillar, Day Cab
	<u>Includes</u>
	: "A" PILLAR COVER Molded Plastic
	: CAB INTERIOR TRIM PANELS Vinyl
	: CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Strap for CB Radio Mounting; Two with Netting, Courtesy Lights with Switches
	: COURTESY LIGHT (2) Driver and Passenger Door Mounted
	: DOOR TRIM PANELS Vinyl Upper with Power Locks and Windows, Upper and Lower Grab Handles, Both Sides
	: FLOOR COVERING Rubber, Black
	: HEADLINER Soft Padded Vinyl
	: HEATER BOX Metal, Painted Black
	: INSTRUMENT PANEL TRIM Vinyl
	: MIRROR, CONVEX, LOOK DOWN Black Finish; 6" x 10-1/4"; Located on Passenger Side
	: STORAGE POCKET, DOOR (2) Driver and Passenger Door
	: SUN VISOR (2) Vinyl with Molded Toll Ticket Retainer
16VZA	WINDOW, REAR 52.25" Wide
16WAK	WINDOW, POWER (2) in Left and Right Doors
16WJG	CAB DOOR LOCKS Power
16WKB	AIR CONDITIONER {International Blend-Air} With Integral Heater & Defroster
16WKR	WINDSHIELD Single Piece
16WLD	CAB REAR SUSPENSION {Link Z9079D1} Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights
16ZDU	GRAB HANDLE Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab or Cab/Sleeper Non-Bright Access, Without Frame Access or Chassis Skirts
27DNP	WHEELS, FRONT DISC; 22.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted, 5 Hand Hole, Flanged Nut, Metric Mount, 12.25 DC Rims; With Steel Hubs, with 5.375" Offset



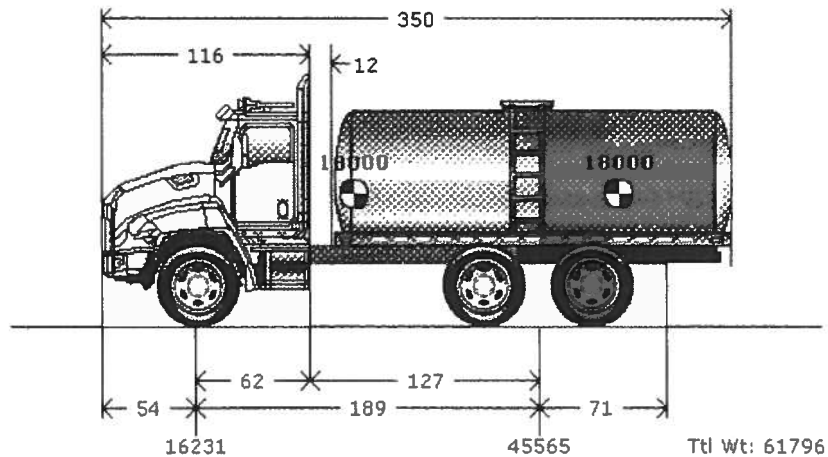
Vehicle Specifications

July 03, 2013

**2014 660S SBA 6x4 (CF7AA)**

<u>Code</u>	<u>Description</u>
	<u>Includes</u> : PAINT IDENTITY, FRONT WHEELS White
28DRN	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs
	<u>Includes</u> : PAINT IDENTITY, REAR WHEELS White
29WLA	WHEEL BEARING, FRONT, LUBE {EmGard 50W} Synthetic Oil
7382135417	(8) TIRE, REAR 11R22.5 HDL2 DL (CONTINENTAL) 491 rev/mile, load range H, 16 ply
7792655412	(2) TIRE, FRONT 385/65R22.5 HTC1 (CONTINENTAL) 495 rev/mile, load range L, 20 ply
1	4000 Gallon Water Tank Assembly Complete w/ Man way 16' 4" length x 96" width x 74 3/4 " height Two cross wise baffles Rear ladder, push bumper tool box All welded sub frame Hydrant fill capability Top discharge hydrant fill water drop Built in hose reel w/ 50' 1 1/2 " jet spray hose w/ nozzle 4" x 3" pump - PTO driven (Chelsea PTO provided) Two (2) front spray heads/ Two (2) rear spray heads Side spray nozzle w/ 1 1/2 " hose outlet Low point drain cocks In-cab operated control valves (ability to operate each front or rear spray head individually) Steel fenders Suction plumbed reservoir Reservoir interior coated with POLIBRID Exterior painted one color Non-potable water warning labels on sides & rear of tank Back-up alarm DOT lights, reflectors, & mud flaps

**2014 660S SBA 6x4 (CF7AA)**



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer		Chassis/Empty Weights		
Bumper to Axle	(BA)	54.0	Body Length	(BL)	222	Tractor Front Axle:	10,245
Wheelbase	(WB)	189.00				Tractor Rear Axle:	8,804
Axle to Frame	(AF)	71.00					
Axle to Back Cab	(ABC)	62					
Cab to Axle	(CA)	127					
Usable CA		127					
CA Reduction Adjustment		0					
Fuel-Diesel(Gals)		70					
DEF(Gals)		0					

Before the Cab			Cab			Payloads Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
									1	18,000	13			
									2	18,000	160			

Loads	
Payload Weight:	36,000
Driver:	250
Fuel-Diesel(Lbs):	497
DEF(Lbs):	0

Weight Distribution	
Total Front Axle:	16,231
Total Rear Axle:	45,565
Total Weight:	61,796

Weights and clearances in this proposal are estimates only. Neither Caterpillar nor its suppliers are liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.



## Weight Summary

July 03, 2013

2014 660S SBA 6x4 (CF7AA)

### Weight Distribution

All weights are represented in lbs.

	<u>Truck</u>		
	Front	Rear	Total
<b><u>Chassis Weight</u></b>			
Chassis Weight:	10,245	8,804	19,049
Fuel:	242	255	497
DEF:	0	0	0
Empty Body:	127	5,873	6,000
(Curb Weight):	10,614	14,932	25,546

### Loads

Payloads:	5,429	30,572	36,000
Driver:	188	62	250
Axle Totals (Gross Weight):	16,231	45,565	61,796

### Weight Ratings

	<u>Truck</u>	
	Front	Rear
Axle(axle capacity)	20,000	46,000
Tire(tire capacity)	19,840	48,040
Suspension(suspension capacity)	20,000	46,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	34,000 (60")

<u>Wheel Combination</u>	<u>Load</u>	<u>Limit</u>
1 - 3	61,796	49,500

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 65,480 - Gross Vehicle Weight(GVW) 61,796 = 3,684 Reserves

### Weight Summary

\* Rear Tractor - Axle Weight exceeds Federal Bridge Law \* Failed Wheel Combination(s) for Federal Bridge Law